



Haliburton Forest

& WILD LIFE RESERVE LTD

Summer Assumption of Risk Release and Waiver of Liability Indemnity Agreement

PLEASE READ BEFORE SIGNING WARRANTY AND CONSENT

Printed Name(s) of Participant _____

Street Address _____

City/Village _____

Province/State _____

Postal Code/Zip Code _____

Phone Number _____

IN CONSIDERATION of allowing me to participate in the program, related events and activities (herein known as the Activity), Haliburton Forest and Wild Life Reserve Limited, herein known as the COMPANY,

I WARRANT THAT:

- 1) I am aware that there are serious dangers and risks inherent in any activity in a Forest environment, and
- 2) I accept all the inherent risks in my chosen activity(s) and the possibility of personal injury, death, property damage or loss resulting there from, and
- 3) I believe that I am physically, emotionally and mentally able to participate in this activity, and that my personal equipment is mechanically fit for my use in this activity, and
- 4) I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me, and
- 5) I will immediately remove myself from participation, and notify the nearest official (HF staff), if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness.
- 6) **I UNDERSTAND AND AGREE**, on behalf of myself, my heirs, assigns, personal representatives and next of kin that my participation in this activity and execution of this document constitutes: an unqualified ASSUMPTION OF ALL RISKS associated with participation in this activity by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the activity organizer and any persons associated therewith or participating therein, and a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the activity organizer and all persons and organizations associated with it and the activity including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the activity, sanctioning bodies, medical or rescue personnel (the COMPANY), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and an UNDERSTANDING NOT TO SUE the COMPANY for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me, and an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the COMPANY, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the COMPANY or otherwise.

I HAVE READ THIS DOCUMENT THOROUGHLY. I UNDERSTAND THAT THE COMPANY IS RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS ACTIVITY.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Date: _____

Signature of Participant: _____



Haliburton Forest

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Adult Walk in the Clouds – Canopy Tour Waiver

Participant Name: _____

Tour Date: _____ **Tour Time:** _____

How Did You Hear About our Canopy Tour at Haliburton Forest? _____

If you wish to receive updates regarding Haliburton Forest please provide your email below:

Medical History: Please indicate if there is any medical condition that you are aware of that may affect your health during the Canopy Tour.

Heart Condition No ___ Yes ___ explanation _____
 Epilepsy No ___ Yes ___ explanation _____
 Asthma No ___ Yes ___ explanation _____
 Vertigo No ___ Yes ___ explanation _____
 Food Allergies No ___ Yes ___ explanation _____
 Other No ___ Yes ___ explanation _____

Office Use Only	Total	Deposit	Amount Paid on Arrival	Method of Payment
		-	=	

Conditions and Rules:

- Haliburton Forest & Wild Life Reserve Ltd. has taken all reasonable precautions to ensure that each participant will have a safe and enjoyable tour.
- Each participant agrees to follow the decisions and directions of the guides.
- Tours are approximately 4 hours in length and vary with each group.
- Participants agree to wear all safety equipment and use it according to the guide's directions.
- Horse-play, direct misuse of equipment, or failure to follow safety instructions will result in immediate expulsion from the tour without refund.
- The guide has the ability to cancel a trip due to weather or any other unforeseen factor. Rain checks may be offered when applicable.
- Haliburton Forest & Wild Life Reserve Ltd. shall not be held liable for any property damage or personal injury to the guest or his/her family arising from the participation in a Canopy Tour, the use of Haliburton Forest and Wild Life Reserve Ltd. property or any other reason whatsoever.

I have read and understand the above conditions and rules and will accept and comply with them.

Date: _____

Signature of Participant: _____

Signature of Haliburton Forest Staff: _____