



Campground and Education Centre

Anagance, NB

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT**

(Hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF
CONTRACT, OR BREACH OF THE OCCUPIERS LIABILITY ACT, OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT.**

PLEASE READ CAREFULLY!

Name

Address

**TO: 2449865 Ontario Inc. DBA Off Grid Adventure, HER MAJESTY THE QUEEN IN RIGHT OF
NEW BRUNSWICK, and their affiliates, related and/or participating corporations,
companies, entities and organizations and respective directors, officers, employees,
guides, agents, representatives, volunteers, independent contractors, subcontractors,
sponsors, successors, and assigns (all of whom are hereinafter collectively referred to as
the "Releasees").**

I THE UNDERSIGNED (hereinafter "I" or "me"), on behalf of myself and any minor children, dependents,
personal representatives, heirs, and next of kin (collectively my "Dependents"), wish to receive and
participate in the Camping, Caving and Climbing Activities (as defined below) offered by the Releases.

In consideration of the Releasees allowing me and my Dependents, to participate in the Camping, Caving
and Climbing Activities and permitting us to use their services, equipment and facilities, I agree as follows:

DEFINITION

1. In this Release Agreement, the term "Camping, Caving and Climbing Activities" shall include all activities, services and use of facilities and equipment provided by or arranged by the Releasees which are in any way related to Off Grid Adventure programs, including but not limited to orientation and instructional sessions, campgrounds and camping facilities and all climbing, rappelling and other activities associated with exploration of the caves, climbing or any adventure service provided.

ASSUMPTION OF RISKS

2. I acknowledge, freely accept and am aware that participating in Camping, Caving and Climbing Activities involves certain risks, dangers and hazards, including but not limited to: steep slopes, tight passages, uneven footing, wet, loose or slippery rocks and vertical drops that may contribute to trips, slips and falls or could delay medical assistance or evacuation from the cave in the event of an injury; loose or falling rocks; pools, streams, waterfalls, spray and drips that may result in discomfort or cold, and may lead to hypothermia; water within the cave environment that may not be fit for consumption; breakage, malfunction or failure of equipment used in Camping, Caving and Climbing Activities including but not limited to helmets, head lamps, climbing ropes, climbing harnesses, anchor points, and ladders; negligence on the part of other participants in the Camping, Caving and Climbing Activities; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence of other persons; loss, theft or damage to my personal belongings including, but not limited to tents, RVs, trailers, food, clothing, equipment and gear, motor vehicles and bicycles; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CAMPING, CAVING AND CLIMBING ACTIVITIES.**

I ACKNOWLEDGE, FREELY ACCEPT AND AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN CAMPING, CAVING AND CLIMBING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

3. I, my heirs, executors, administrators, successors and assigns **DO HEREBY WAIVE AND RELEASE** the Releasees **from any and all liability for any loss, theft, damage to property, illness, bodily or psychological damage and/or injury, or expense that I may incur as a result of my participation in the Camping, Caving and Climbing Activities. I hereby waive as against the Releasees any and all recourse, proceedings, demands, claims and causes of action of any kind whatsoever, whether in law or in equity, in respect of any and all loss, theft, damage to property, illness, bodily or psychological damage and/or injury, or expense which I may suffer arising out of, or in connection with, receipt or participation in the Camping, Caving and Climbing Activities, notwithstanding that such loss, theft, damage to property, illness, bodily or psychological damage, injury and/or expense may have been caused in whole or in part by the negligence, gross negligence or strict liability of the Releasees or otherwise.**
4. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from and against **any and all claims, demands, actions, causes of action, damage, loss, costs, liability, or expense which may be made or brought against the Releasees by me, my Dependents or any extended family member resulting from my or my Dependent's participation in Camping, Caving and Climbing Activities;**
5. I will abide by all rules, and take all reasonable efforts to cause my Dependents to abide by all rules of the Releasees when participating in the Camping, Caving and Climbing Activities;
6. This Release Agreement and any rights, duties, and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the New Brunswick and Canada, as applicable, and no other jurisdiction; and
7. Any litigation involving the parties to this Release Agreement shall be brought solely within the New Brunswick and shall be within the exclusive jurisdiction of the Courts of the Province of New Brunswick.

8. If any portion of this Release Agreement is held invalid, the balance shall continue in full legal force and effect.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating Camping, Caving and Climbing Activities, other than what is set forth in this Release Agreement.

I HAVE BEEN GIVEN ADEQUATE TIME AND OPPORTUNITY TO READ AND CONSIDER THIS RELEASE AGREEMENT AND HAVE BEEN ENCOURAGED AND GIVEN ADEQUATE TIME AND OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE PRIOR TO SIGNING THIS RELEASE AGREEMENT.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I AM FREELY AND VOLUNTARILY SIGNING BELOW AND ASSUMING ALL OF THE AFORESAID RISKS AND HAZARDS, AND, ACCORDINGLY, MY PARTICIPATION IN THE CAMPING, CAVING AND CLIMBING ACTIVITIES SHALL BE ENTIRELY AT MY OWN RISK.

Signed this ___ day of _____, 20__.

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN CAMPING, CAVING AND CLIMBING ACTIVITIES.

Witness

Signature of Participant

Please print your name clearly

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release Agreement.

Witness

Signature of Participant's parent/legal guardian

Please print your name clearly