



**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!***

<b>Name</b>	
<b>Address</b>	

**TO: 2449865 Ontario Inc. DBA Atlantic Caving Group and 360 Fearless Adventures, HER MAJESTY THE QUEEN IN RIGHT OF NEW BRUNSWICK, and their 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" ).**

**DEFINITION**

In this agreement, the term "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 Atlantic Caving Group or 360 Fearless Adventures programs, including but not limited to orientation and instructional sessions and all climbing, rappelling and other activities associated with exploration of the caves, climbing or any adventure service provided.

**ASSUMPTION OF RISKS**

I am aware that participating in 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 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 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; 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 CAVING AND CLIMBING ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN 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 AGREEMENT**

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

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in Caving and Climbing Activities;
- 3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
- 4. 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 no other jurisdiction; and
- 5. 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.

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 Caving and Climbing Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS 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.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20

Witness
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Signature of participant
Please print name clearly

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