



CYPRESS HILLS ECO-ADVENTURES LTD.
 P.O. Box 176, Maple Creek, SK S0N 1N0
 Phone No.: 1-306-662-4466
 Operating in: CYPRESS HILLS INTERPROVINCIAL PARK, SASKATCHEWAN

ELK RIDGE ECO-ADVENTURES LTD.
 P.O. Box 164, Waskesiu Lake, SK S0J 2Y0
 Phone No.: 1-306-663-4466
 Operating in: ELK RIDGE RESORT, SASKATCHEWAN

ZIP LINE CANOPY TOUR - CLIMBING WALL - SLACKLINES - POWERFANS® - LOW AND HIGH ROPES COURSES - MINI-ZIPS FOR KIDS

ACKNOWLEDGEMENT, RELEASE, WAIVER, INDEMNITY and ASSUMPTION OF RISKS AGREEMENT

By signing this Agreement you agree to the terms of your (or your child's) experience with Cypress Hills Eco-Adventures Ltd. or Elk Ridge Eco-Adventures Ltd. and WAIVE YOUR RIGHT TO SUE US AND TO EXERCISE OTHER LEGAL RIGHTS.

READ ALL TERMS OF THIS AGREEMENT CAREFULLY.

PARTICIPANT LAST NAME	PARTICIPANT FIRST NAME
PARENT/GUARDIAN LAST NAME	PARENT/GUARDIAN FIRST NAME
MUST COMPLETE IF PARTICIPANT IS UNDER 18 YEARS OF AGE	
STREET/BOX No.	CITY/TOWN
PROVINCE/STATE	PC/ZIP CODE
BIRTHDAY (YYYY/MM/DD)	AGE
IN CASE OF EMERGENCY NAME	IN CASE OF EMERGENCY PHONE No.
LIST ANY MEDICAL CONDITIONS WHICH MAY IMPACT YOUR ABILITY TO TAKE PART IN ANY OF THE ACTIVITIES:	PLEASE PLACE AN 'X' IN THE BOX BESIDE THE LOCATION WHERE YOU WILL BE PARTICIPATING IN THE ACTIVITIES:
OR <input type="checkbox"/> I DO NOT HAVE ANY MEDICAL CONDITIONS (PLACE AN 'X' IN THE BOX TO THE LEFT)	<input type="checkbox"/> CYPRESS HILLS ECO-ADVENTURES LTD. <input type="checkbox"/> ELK RIDGE ECO-ADVENTURES LTD.

TO: ECO-ADVENTURES 306 COLLECTIVE, CYPRESS HILLS ECO-ADVENTURES LTD., ELK RIDGE ECO-ADVENTURES LTD. and their respective directors, officers, owners, employees, volunteers, agents, representatives, contractors, advisors, successors and assigns (together the "RELEASEES")

FROM: You or your minor child, your heirs, executors, administrators, parents or guardians (together the "PARTICIPANT")

I HEREBY ACKNOWLEDGE, WARRANT AND AGREE:

1. The Releasees offer several activities which combine adventure, education, and skill development. These activities may include but are not limited to a zip line canopy tour, sky bridges, climbing, nature hiking, balance beams, obstacles, slacklines, a low ropes and high ropes course, and mini-zips for kids (the "ACTIVITIES"). All Participants will be equipped and guided by our tour guides when appropriate. Zip lines are high cable traverses which use safety harnesses and other climbing hardware. Participants zip through the upper forest canopy, face a challenge of stepping off of a high platform and perhaps confronting a fear of heights. A sky bridge is a walkway high in the forest canopy consisting of planks supported by steel cables. A Powerfan® is a device that will safely and repeatedly control a person's descent, dissipating the potential energy by means of a fan. Obstacles may include bridges, deck transfers, ladders, cargo nets, suspended cables and ropes, and staircases. Participants wear safety harnesses and helmets provided by the Releasees when appropriate. Please ask a staff member of the Releasees for more information on any of the Activities.

2. The Activities are designed for use by Participants of average strength, mobility, fitness and who are in good health. Several medical conditions, including but not limited to obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, or joint and muscular-skeletal problems may impair the safety and well-being of Participants as may other medical, physical, psychological or psychiatric problems. All such medical conditions may increase the risk of participating in the Activities and cause the Participant to be a danger to themselves or others. Participants with underlying medical, physical, psychological or psychiatric conditions must evaluate their condition and their ability before choosing to participate in the Activities. All Participants must inform the Releasees in writing of any such medical, physical, psychological or psychiatric conditions before participating in any Activities. The Releasees reserve the right to prevent any person, for medical or safety reasons, from participating in the Activities at any time. No refunds will be given if a Participant demonstrates an inability to complete the Activities after they have commenced. If you do not want to sign this Agreement and accept the risks, you shall not participate in any Activities, but will be given a refund in accordance with our refund policy.

3. I AM NOT PREGNANT. I HAVE ACCURATELY WRITTEN MY WEIGHT ABOVE, AND I ACKNOWLEDGE THE RELEASEES ARE RELYING ON THAT NUMBER TO ASSESS WHETHER IT IS SAFE FOR ME TO PARTICIPATE IN THE ACTIVITIES. I am in good health and physically and emotionally able to participate in the Activities. I am freely choosing to participate in the Activities.

4. I am not currently under the influence of alcohol or illegal drugs. I am not under the influence of prescription or any other drugs which may impair my ability to participate in the Activities. I UNDERSTAND AND AGREE THAT DRUGS, ALCOHOL AND SMOKING ON THE SITE OF THE RELEASEES OR DURING THE ACTIVITIES ARE NOT ALLOWED AT ANY TIME.

5. THERE ARE SERIOUS RISKS TO THE ACTIVITIES. Although serious injuries are uncommon, participation in the Activities may lead to INJURY OR DEATH. The Activities may push both my physical and emotional limits. Potential physical injuries include but are not limited to bruises, scrapes, broken bones, sprains, insect bites, animal attacks, allergic reactions, amputation, paralysis, or death. Emotional injuries may include fear, panic, psychological trauma or phobias. I may trip, I may fall, I may run into other Participants or objects. My personal

PARTICIPANT INITIALS:

property may be lost or damaged. Due to the nature of these Activities, although the Releasees have taken reasonable efforts to minimize these risks, the risks cannot be eliminated. These risks, including Injury or death, may be a natural consequence of the Activities due to environmental factors, breaches of statutory duties, or negligence of the Releasees or the Participants, including failure of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Activities. I ACCEPT AND ASSUME ALL OF THE ABOVE RISKS AND ANY ADDITIONAL RISKS WHICH MAY NOT HAVE BEEN DESCRIBED. I ACCEPT THE RISK AND POSSIBILITY OF INJURY, DEATH, PROPERTY DAMAGE OR ANY LOSSES RESULTING FROM MY PARTICIPATION IN THE ACTIVITIES.

6. CYPRESS HILLS ECO-ADVENTURES LTD. and CYPRESS HILLS INTERPROVINCIAL PARK ARE NOT ASSOCIATED OR AFFILIATED AND ARE NOT PARTNERS NOR JOINT-VENTURERS. ELK RIDGE ECO-ADVENTURES LTD. and ELK RIDGE GOLF AND CONFERENCE CENTRE INC. ARE NOT ASSOCIATED OR AFFILIATED AND ARE NOT PARTNERS NOR JOINT-VENTURERS. Cypress Hills Eco-Adventures Ltd. and Elk Ridge Eco-Adventures Ltd. are each independent Saskatchewan corporations. ECO-ADVENTURES 306 COLLECTIVE is a joint venture between Cypress Hills Eco-Adventures Ltd. and Elk Ridge Eco-Adventures Ltd. for the purposes of marketing only.

I HEREBY RELEASE, WAIVE AND INDEMNIFY:

7. IN CONSIDERATION OF THE RELEASEES ALLOWING ME TO PARTICIPATE IN THE ACTIVITIES, USE THEIR EQUIPMENT, PARKING AND OTHER FACILITIES, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, I (the Participant) hereby:

- (a) release, discharge and forever hold harmless the Releasees from and against any and all causes of action, claims, demands, losses and costs of any nature whatsoever which I may have now or in the future have arising out of or in any way relating to my participation in the Activities or my presence on the site of the Releasees, including but not limited to negligence, breach of contract, or breach of any statutory or other duty of care (the "CLAIMS"). The Claims include claims initiated by other Participants or any members of my family;
- (b) agree to indemnify and hold harmless the Releasees from any and all causes of action, claims, demands, losses and costs of any nature whatsoever which may arise out of or are in any way related to my participation in the Activities or my presence on the site of Cypress Hills Eco-Adventures Ltd. or Elk Ridge Eco-Adventures Ltd.; and
- (c) (if applicable) I am the parent or guardian of the minor child who is named as the Participant above. I have explained this Agreement and the Activities with the child and he or she understands these terms and freely chooses to participate in the Activities. I give the child permission to participate in the Activities. I fully release the Releasees for the claims described in 7(a) and (b) above and make the waivers or indemnities provided for in this Agreement. I fully agree to and accept all terms contained herein on behalf of the child.

I FURTHER ACKNOWLEDGE AND AGREE:

- 8. Participation in the Activities requires awareness and practice of certain safety precautions which may from time to time be explained to me by the Releasees. I agree to respect, abide by and enforce all such safety precautions. I agree to report any injury, loss, or breach of safety precautions, including those of other Participants, to my tour guide or the Releasees immediately.
- 9. This Agreement is binding on me, my heirs, executors, administrators, representatives, parents, guardians, and family.
- 10. This Agreement is governed by the laws of the Province of Saskatchewan. Any legal action involving the parties to this Agreement is within the exclusive jurisdiction of and shall be brought in the Province of Saskatchewan.
- 11. The Releasees have the irrevocable right and licence to use photographs, video, sound or other works which they may create or I may provide to them (including through a website or social media) of me or any other persons (the "WORKS") for any purposes, and I consent to such use without any compensation therefor. I expressly assign and shall pay over any compensation I may receive from third parties in relation to the Works to the Releasees. I expressly transfer all intellectual property rights I may have in the Works to the Releasees. I also expressly waive any moral rights I may have in the Works.
- 12. I agree to the use of my contact information by the Releasees for promotional or follow-up purposes relating to the Releasees only. The Releasees will not give my contact information to third parties.

I HAVE READ AND UNDERSTAND ALL TERMS OF THIS AGREEMENT. BY SIGNING THIS AGREEMENT I ACKNOWLEDGE AND AGREE THAT I ASSUME ALL OF THE RISKS AND WAIVE ALL CLAIMS ASSOCIATED WITH THE ACTIVITIES AS DESCRIBED IN THIS AGREEMENT.

THIS AGREEMENT IS SIGNED ON THE _____ DAY OF _____, 20_____.

PARTICIPANT OR
PARENT/GUARDIAN
SIGNATURE

STAFF
SIGNATURE

TO BE SIGNED BY STAFF ONLY