

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

**CAUTION:** PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT YOU ARE GIVING UP CERTAIN VALUABLE LEGAL RIGHTS TO SUE THE GREAT CANADIAN BUNGEE (1992) CORPORATION AND \_\_\_\_\_ (HEREIN REFERED TO AS G.C.B.C.), FOR ANY PERSONAL INJURIES OR DEATH YOU MAY SUFFER AS A RESULT OF TRAINING, EQUIPMENT, OR SUPERVISION PROVIDED IN CONNECTION WITH BUNGEE JUMPING AND/OR CABLE SLIDING OR RELATED ACTIVITIES.

**WARNING:** THE SPORT OF BUNGEE JUMPING AND/OR CABLE SLIDING COULD CAUSE SERIOUS INJURY OR EVEN DEATH.

READ AND FULLY UNDERSTAND EACH PROVISION OF THIS AGREEMENT AND SO INDICATE BY INITIALING EACH PROVISION IN THE SPACE PROVIDED AFTER EACH PROVISION. SIGN AND DATE THE FORM.

IN CONSIDERATION of G.C.B.C. allowing (please neatly print your name) \_\_\_\_\_ (herein after referred to as "the participant") to utilize the facilities and equipment and to participate in bungee jumping and/or cable sliding and its associated activities, it is agreed that:

1. **PARTIES INCLUDED:** The participant understands that this agreement includes G.C.B.C. AND \_\_\_\_\_ their partners, employees, instructors, agents, the owners of the land, bridges, land or aircraft utilized for bungee jumping and/or cable sliding activities, Rapicon Inc. or its employees, designers and engineers of equipment or systems used by G.C.B.C. AND \_\_\_\_\_ and any public entity or public employee (hereinafter collectively referred to in this agreement as THE GREAT CANADIAN BUNGEE CORPORATION or G.C.B.C.).

\_\_\_\_\_ (initials)

2. **ASSUMPTION OF RISK:** The participant is fully aware that bungee jumping and/or cable sliding and all associated activity is a calculated risk sport and contains inherent risks and dangers (including serious injury or death), that no amount of care, caution, instruction or expertise can eliminate. The participant knows and understands the scope, nature, and extent of the risks involved in the activities contemplated by this agreement. The participant voluntarily and freely chooses to incur any and all such risks and dangers.

\_\_\_\_\_ (initials)

3. **EXEMPTION FROM LIABILITY:** The participant hereby fully and forever discharges and releases G.C.B.C. from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages sustained by the participant arising out of transportation to the bungee jumping and/or cable sliding site, training, walking on or to the bungee jumping and/or cable sliding structure, aircraft flights, and bungee jumping and/or cable sliding, or while participating in any other activities contemplated by this release. Exemption from liability includes loss, damage, or injury resulting from the negligence of G.C.B.C. or from any other cause or causes.

\_\_\_\_\_ (initials)

4. **COVENANT NOT TO SUE:** The participant agrees, for him/herself and his/her heirs, executors or administrators, or assigns to indemnify and hold harmless G.C.B.C. nor to initiate or assist the prosecution of any claim for damages, or course of action, which the participant, his/her heirs, executors, or administrators hereafter may have by reason of injury to the person of the participant or to his/her property arising from the activities contemplated by this agreement.

\_\_\_\_\_ (initials)

5. **INDEMNITY AGREEMENT:** The participant agrees for him/herself and his/her heirs, executors, assigns or administrators to hold harmless G.C.B.C. from any and all losses, claims, actions or proceedings of any kind which may be initiated by the participant and/or any other person or organization. THIS INCLUDES REIMBURSEMENT OF ALL LEGAL COSTS AND REASONABLE COUNSEL FEES INCURRED BY G.C.B.C., the participant and indemnified parties or any of them for the defence in any such actions which may arise directly or indirectly from the activities of the participant while engaged in the activities contemplated by this agreement.

\_\_\_\_\_ (initials)

6. **CONTINUATION OF OBLIGATIONS:** The participant agrees and acknowledges that the terms and conditions of the above provisions, including ASSUMPTION OF RISK, EXEMPTION OF LIABILITY, COVENANT NOT TO SUE and INDEMNITY AGREEMENT shall continue in full force and effect at all times and shall be binding upon heirs, executors, administrators and assigns of the participant or his/her estate. The agreement shall be effective not only for the participant's first bungee jump or related activity but for any subsequent bungee jumps or related activities or activities in any way associated with G.C.B.C..

\_\_\_\_\_ (initials)

7. **INSURANCE DISCLAIMER:** I UNDERSTAND THAT G.C.B.C. DOES NOT PROVIDE ANY INSURANCE, EITHER MEDICAL OR LIABILITY FOR ANY INCIDENT OR ACCIDENT WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN ANY PHASE OF BUNGEE JUMPING AND/OR CABLE SLIDING AND IF I WANT INSURANCE OF ANY KIND, I MUST FURNISH MY OWN.

\_\_\_\_\_ (initials)

8. **MEDICAL DISCLAIMER:** I certify that I do not suffer from any conditions which may endanger the safety of myself or anyone else, by participating in bungee jumping and/or cable sliding. I further certify that I do not suffer from any of the following conditions: extreme asthma, epilepsy, a cardio/respiratory disorder, hypertension, any skeletal or joint or ligament problem or condition. I further certify that I am neither pregnant nor in an intoxicated state.

\_\_\_\_\_ (initials)

I hereby expressly recognize that this agreement is a contract pursuant to which I have released any and all claims against G.C.B.C. resulting from my participation in bungee jumping and/or cable sliding including any claims caused by the negligence of G.C.B.C.

I HAVE READ THIS AGREEMENT CAREFULLY AND FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. I FURTHER CERTIFY THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER OR I AM 12 YEARS OR OLDER AND I AM OBTAINING PARENTAL ACCEPTANCE.

**PARENTAL ACCEPTANCE:** I am the parent or guardian of the Minor who has signed this agreement. I have read the agreement and understand that it is a full and final waiver and release from any claims for loss or damage that the Minor may suffer. I consent to the Minor's participation and approve all of the terms of the Agreement on the Minor's behalf. I agree to indemnify G.C.B.C., its agents, servants, and employees from any claims that might be made against them by or on behalf of the Minor.

Date: _____	Signature: _____	Parent's/Guardian's Signature: _____
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Last Name: _____	First Name: _____	
Address: _____		
City: _____		
Province/State: _____	Country: _____	Postal/Zip Code: _____
e-mail: _____		
Home Phone #: (    ) _____		Work Phone #: (    ) _____
Age: _____ Sex: <b>M</b> or <b>F</b> (circle one) Marital Status: Single Married Other		

**OFFICE USE ONLY**

Gr. Name: _____	Organizer: <b>Y</b> <b>N</b>	Jump #:	Member #:
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**Program:**

Reg	SumSp.	Stnt	G5	G15	B/Raft	Pkg	All Day	2 for 1	2nd	Rip
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DVD.Promo	DVD Blank	Addon x_	Hat	Short	Sweat.sh	Longsleev	Tank	T'shirt	Fleece	Biner
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**Source:**

WoM	Who:	Web	Engine	DBY	Broch	Where:	Coupon	Book	TV	Show:	Esprit	Beach/Quarry
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Transaction #s:	Amount(s):	Comments:
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