

**The Ping Way Inc.**  
**Operating as Zen Climb**

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS TO SUE OR TO CLAIM  
COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Legal Guardian

To: The Ping Way Inc. operating as ZEN CLIMB and To: HER MAJESTY THE QUEEN IN RIGHT OF Canada and their directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, assigns and representatives (all of whom are hereinafter referred to as "the RELEASEES")

**DEFINITION**

THE RELEASEES' programs include, but are not limited to, rock climbing, hiking, camping including winter camping, mountaineering, cross-country skiing, waterfall ice climbing, glacier travel and high altitude climbing and travel, slacklining, teambuilding initiatives and exercises, canoeing, kayaking and general physical exercise both outdoors and indoors.

In this Agreement, the term "Wilderness Activities" shall include but is not limited to: hiking, orienteering, nature study, snow sports, slacklining, rock or ice climbing, expeditions, trekking, water sports, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, food and beverage, water supply, rescue and first aid services, and all travel by or movement around vehicles, helicopters, horses and pack animals, all terrain vehicles, watercraft or other vehicles.

**ASSUMPTION OF RISKS**

I understand that the Releasees' programs involve intrinsic, unknown or unanticipated hazards and risks, not all of which can be listed here. Among the more obvious and frequent are:

1. Steep terrain where a fall, whether roped or unroped, may cause injury or death.
2. Falling rock, ice or other objects, which may cause injury or death.
3. **Infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact (e.g. equipment, hand holds on rock, etc.); negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES.**
4. Violent and unpredictable weather, which may cause injury due to extremes of heat or cold, and which may prevent travel to, from or within an area.
5. Unfamiliar country, where the program participants may get lost, off route or be separated from the rest of the party.
6. Wild animals, which have been known to maul, sometimes fatally, mountain travelers.
7. Avalanches, which are highly dangerous and may be triggered by the activities of skiers, climbers or by natural forces.
8. Remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily.
9. Medical problems arising from climbing at high altitudes or in areas where adequate supplies of clean food or water may be unavailable.
10. Transport by public or private motor vehicle, helicopter and light fixed wing aircraft or through the use of animals.
11. Hazards involved in canoeing, kayaking and other water activities such as capsize, striking rocks, and drowning.
12. Scrapes, bruises, fractures and other injuries sustained in physical activity indoors and outdoors.
13. **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFE GUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

**NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID**

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

In consideration of the Releasees accepting my application for any of the Releasees' programs or activities I agree to this release of claims and waiver of liability as follows:

\_\_\_\_\_  
Initials

**THE PING WAY INC.**  
Operating as Zen Climb

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

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** from any and all liability to the fullest extent permitted by law for any loss, damage, expense or injury including death that I (or my child) may suffer, or that my next of kin may suffer, as a result of my or child's participation in wilderness activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION IN THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**
2. I am not relying on any oral or written statements made by the Releasees or their agents, whether in brochures, advertisements or in individual conversations to lead me (or my child) to become involved in this program on any basis other than my assumption of the risks involved.
3. I accept all of the risks and the possibility of death, personal injury, property damage and loss resulting from my or my child's involvement with the program I am taking with the Releasees
4. I certify that I am (or my child is) physically capable and fit to participate in this activity.
5. I confirm that I am eighteen years of age or older.
6. I confirm that I assign my child's teacher or climbing instructor as my child's guardian during my child's participation in Wilderness Activities in the absence of my presence.
6. I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, my next of kin, my executors, administrators and assigns.
7. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario and I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in Ontario and nowhere else.
8. **I HEREBY AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability to the fullest extent permitted by law for any property damage or personal injury to any third party resulting from my (or my child's) participation in wilderness activities.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT 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.**

Optional Photo Release Agreement:

I hereby authorize The Ping Way Inc. o/a Zen Climb to publish the photographs taken of me or my child(ren), and my name, for use in its printed publications and website. I acknowledge that since my participation in such publications and websites is voluntary, I will receive no financial compensation. I further agree that my participation in any such publication and website confers upon me no rights of ownership whatsoever. I release The Ping Way Inc. o/a Zen Climb, its contractors and its employees from liability for any claims by me or any third party in connection with my participation.

To accept this Optional Photo Release Agreement, sign here: \_\_\_\_\_ . Otherwise, leave it blank.

\_\_\_\_\_  
Witness's Signature

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Witness's Printed Name

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Name of Parent/Legal Guardian

\_\_\_\_\_  
Date

**PARTICIPANT'S EMERGENCY CONTACT:**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**Clients at Rattlesnake Point also need to sign the Waiver for the Halton Region Conservation Authority on the page below!**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS, JURISDICTION AND CHOICE OF LAW 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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT  
PLEASE READ CAREFULLY!**

INITIAL
---------

**TO: The Halton Region Conservation Authority, and Zen Climb, and their employees, board of directors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees")**

**ASSUMPTION OF RISKS:**

I am aware that rock climbing, participating in climbing lessons and sessions, and the use of the facilities at The Halton Region Conservation Authority properties where Rock Climbing is permitted involves many risks, dangers and hazards including, but not limited to: risk of injury from the activity and equipment utilized in Mountaineering and Rock Climbing is significant including the potential for permanent disability and death; possible equipment failure and/or malfunction of one's own or others' equipment; injury to hands, fingers, feet and toes, including but not limited to inflammation and/or strains of muscles, ligaments, and/or tendons, nerve damage or compression, and broken bones; injuries from falling rocks or other objects that might cause injury or death; injuries from falling, whether roped or un-roped, may occur from exposure to heights, which may affect judgment and coordination, or from not paying close attention to one's climbing or others climbing with or near you; exposure to steps or uneven terrain; broken bones, severe injuries to the head, neck, and back which may result in severe physical impairment or even death; cold weather and heat related injuries and illness including but not limited to frostnip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration; exposure to outdoor elements, including but not limited to, rock fall, inclement weather, lightning, high winds, temperature or weather conditions; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical facilities, or there may be a delay in medical attention reaching one; fatigue, chill, and/or dizziness, which may diminish reaction time and increase the risk of accident; one's sense of balance, physical coordination, and ability to follow instructions; and one's failure to act safely or within one's own ability or to stay within the designated areas; negligent first aid; negligence of other climbers and 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVERS OF CLAIMS AND INDEMNITY AGREEMENT:**

In consideration of the Releasees permitting my use of their property, trails, and other facilities (hereinafter "the facilities"), and participation in of any rock climbing or other climbing lessons and sessions, I hereby agree as follows:

**1. TO WAIVER ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES**, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any damage to property of or personal injury to any third party, resulting from the use or my presence on the facilities or travel beyond the area boundary;
- The Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between parties to this Release Agreement shall be governed and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
  - In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the "Activities" other than what is set forth in this Release Agreement.

**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, ADMINISTRATOR, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES**

Date Waiver Signed	/ /
	DD / MM / YYYY
Signature of Waiver Holder	Print Name of Waiver Holder
Signature of Parent/Legal Guardian	Print Name of Parent/Legal Guardian
<i>* If holder is under the age of 18, waiver must be signed by a Parent or Legal Guardian</i>	
Signature of Staff (witness)	Print Name of Staff (witness)