

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

INITIAL

PLEASE PRINT

Name	Last	First	Initial
Address	Street		
	City	Prov.	Code

TO: SKI ASESIPPI LTD., SKI ASESIPPI LIMITED PARTNERSHIP (DBA ASESIPPI SKI AREA & RESORT) and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA and their respective directors, officers, employees, agents, guides, instructors, representatives, volunteers, contractors, sub-contractors, sponsors, successors and assigns (hereinafter collectively referred to as the "RELEASEES")

DEFINITIONS

In this Agreement:

- a) the term "**bungy trampoline**" refers to an amusement ride in the form of two trampolines and an aluminium tower supporting bungy cords connected to harnesses; and
- b) the term "**bungy trampoline activities**" include all activities in any way related to riding the bungy trampoline, including, but not limited to, instruction, mounting and dismounting the trampoline, getting harnesses fitted, jumping, flipping, stopping and any other manoeuvres, aerial or other.

ASSUMPTION OF RISKS - I am aware that participation in bungy trampoline activities involves may risks, dangers and hazards including, but not limited to: tripping or falling when mounting or dismounting the trampolines; fainting, vomiting, nausea, dizziness, illness or other symptoms; sudden, violent and high-speed jolts or flipping which may result in injuries or aggravation of previous injuries including, but not limited to, back and neck injuries, whiplash, sprains, dislocations and fractures, collision with aluminum support beams or trampoline frames, injury resulting from failure of the bungy trampoline equipment including ropes, harnesses, bungy cords or connectors; mechanical failure of the bungy trampoline; faulty design or manufacture of the bungy trampoline; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BUNGY TRAMPOLINE ACTIVITIES AND THE RESPONSIBILITY 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 bungy trampoline activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE 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, as a result of my participation in bungy trampoline 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 THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF BUNGY TRAMPOLINE ACTIVITIES REFERRED TO ABOVE;**

- 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 bungy trampoline activities;
- 3. This 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;
- 4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of (MANITOBA) and no other jurisdiction; and
- 5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of (MANITOBA) and shall be within the exclusive jurisdiction of the Courts of the Province of (MANITOBA).

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of orbotron activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND 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.

Signed this _____ day of _____, 20___. Weight: _____ lbs kgs

EUROBUNGY JUMPING

Signature of above-named participant: _____ Print name clearly: _____

Signature of guardian: _____ Print name clearly: _____
(for participants under 18 years old)

Signature of witness: _____ Print name clearly: _____