

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

(hereinafter referred to as 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!

1. INITIAL

NAME (First / Last – Print) _____
(hereafter referred to as "Participant")

Climb Date: ____/____/____
MM / DD / YYYY

As with most high adventure recreational activities, Participant acknowledges and understands that involvement in the activities of the Norquay Mystic Ridge Ltd. Via Ferrata are not without risk. Such risks of participation in the high adventure activities include but certainly are not limited to, loss or damage to personal property, injury or death of Participant from such events/items as; falling off a rock wall, cable, or bridge; loose or damaged artificial or natural holds, rock or tree falling, abrasions from ropes, cables or other equipment, lightning, actions/activities of other climbers or other persons present in the via ferrata; carabineer, harness or equipment failure and many other events/items. Recognizing such events/items, Participant understands that property damage or injuries to Participant may be substantial and permanent, including but not limited to, fractures, muscle strains, sprains, and even in some circumstances paralysis or death. Participant further acknowledges that these items are just some of the known risks and that other risks, both known and unknown are involved in this high adventure activity.

If, at any time, Participant is in or about such activities and Participant feels anything to be unsafe, including but not limited to weather conditions, course condition, equipment or any other participant, Participant agrees and warrants to immediately advise Norquay Mystic Ridge Ltd personnel and cease activities until the reported item is corrected.

Participant warrants that Participant understands the strenuous nature, both emotionally and physically, of this activity, and the Participant has no medical or physical condition which could interfere with the safety of Participant or other participants in the Via Ferrata and/or other guided activities. As such, Participant warrants that Participant is physically and mentally capable of safely participating in all aspects of the high adventure activities.

In order to maximize safety of all involved, Participant agrees to abide by all rules, guidelines, instruction established by Mount Norquay, its staff members and agents. Participant must follow any and all instructions from their guide for the duration of the trip(s). The failure of Participant to abide by all such rules, guidelines and/or instructions of Norquay Mystic Ridge Ltd may result, in the sole discretion of Mount Norquay, withdrawing permission for Participant to remain in the activities, ejection from facility/property or such other reasonable restrictions.

IMPORTANT RELEASE, WAIVER AND DISCHARGE LANGUAGE

With full knowledge of the information above, and in consideration of the facility provided and the right to participate, Participant, on behalf of Participant, his/her personal representatives, heirs, next of kin, agents and each of them do hereby **RELEASE, WAIVE, AND DISCHARGE** Mount Norquay, including each of their respective heirs, representatives, owners, directors, affiliates, successors, predecessors, assigns, agents, guides, consultants, volunteers, sponsors, equipment providers, contractors, vendors, landlords, insurers and each of them, as well as other climbing adventure participants/visitors and each of them (collectively referred to as "Releasees"), of and from any all claims, demands, causes of actions, damages, injuries (including paralysis or death), liability whether known or unknown, even if such is caused by negligence of the Releasees.

IMPORTANT INDEMNIFICATION AND HOLD HARMLESS LANGUAGE

In further consideration of the facility provided and permission granted for Participant to participate, Participant agrees to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, expenses, fees (including attorneys fees), lawsuits or cost of whatsoever kind of nature, Releasees incur arising out of or related to Participant's use or involvement in or about the Via Ferrata and whether caused by the negligence of Releasees.

By signing below, Participant acknowledges and agrees that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any portion is held invalid, that it is agreed that just such portion will be stricken and the remainder of the Agreement will remain in full force an effect. Participant also warrants that the following statements are true and correct and understand that Releasees have relied upon them in entering into this Agreement and in giving Participant permission to enter and participate in or about Mount Norquay activities.

- 1. Aside from this agreement, no oral representations, statements, promises, or inducements have been made to Participant;
- 2. Participant expressly accepts full responsibility and risk of bodily injury, death or property damage, including such which derives from the negligence of Releasees;
- 3. Participant has completely read, understood and voluntarily signed this **RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**
- 4. Participant is age 18 or older and otherwise of sound mind to enter into this legally binding Agreement (If Participant is under age 18, Participant must sign this Agreement and also signature of parent/guardian on the ADDENDUM Permission Form)

I HAVE READ THIS ENTIRE DOCUMENT AND COMPLETELY UNDERSTAND THE TERMS AND CONDITIONS. THIS IS A LEGALLY BINDING CONTRACT.

Participant Name (Signature) Date

Address: _____

City: _____ Prov/State: _____ Postal code/ Zip Code: _____

Phone #: (____) _____ Birth date: ____/____/____
MM DD YYYY

E-Mail:* _____

Please send me events/promotions/news updates: Yes No

In case of emergency, Releasees have permission to call and provide information to:
Name: _____ Phone Number: (____) _____

*We will send you event updates a few times throughout the calendar year. If you do not desire this please **check NO**: and your email address will only be used to contact you for subjects deemed important (such as a lost cell phone, etc)

PHOTO RELEASE FORM

I hereby grant permission to Norquay Mystic Ridge Ltd. to use photographs and/or video of me taken on (date) _____, on the Via Ferrata in publications, online (website and social media) and in other communications related to the marketing of Norquay Mystic Ridge Ltd.

Name (please print)

Signature of Adult, or Guardian of Children under age 18)