

**RELEASE OF CLAIMS AND ASSUMPTION OF RISKS**

The adventure based learning program of Pacific Adventure Learning Inc. (hereinafter referred to as the "Program") involves a variety of emotional and physical activities that may include group discussions, games, problem-solving initiatives, physical activities such as jumping, catching, throwing, spotting as well as other emotional and physical adventure activities. Some of the physical activities may involve a high/low challenge course, a rock climbing/rappelling experience and overnight camping trips. A high challenge course is constructed up to fifty feet up in trees out of cables, wood and ropes. Participants in these action-oriented activities (Challenge Course and Rock Climbing/Rappelling) are attached to a safety belay line when on the course. Trained instructors/ facilitators teach appropriate safety skills, use of safety equipment and supervise course participation as the group proceeds through the program. Even so, some physical risk is inherent to such activities and must be assumed by the Participant.

BY SIGNING THIS DOCUMENT YOU UNDERSTAND PACIFIC ADVENTURE LEARNING PROGRAMS MAY INVOLVE RISKS.

I, the undersigned Participant or parent/guardian of the Participant if the Participant is under the age of nineteen (19) years, hereby ACKNOWLEDGE, WARRANT, and REPRESENT that:

I have read and understood the description of the Program above and I am aware that the Program includes participating in activities on a Ropes Course constructed from cables attached to trees at heights of up to fifty (50) feet above the ground. I am aware that the Program is inherently dangerous and involves the risk of DEATH or SERIOUS PERSONAL INJURY from dangers and hazards associated with the Program including but not limited to: falling from heights and colliding with the ground, trees, cables, ropes or other participants; falling objects; rope abrasion or rope entanglement; exposure to cold, wet or windy weather; injury resulting from the non-use or misuse of equipment including ropes, slings, harnesses, and climbing hardware; slipping or falling on uneven terrain or Participant negligence.

I understand that the Program may be physically and/or emotionally demanding and freely accept and fully assume all risks and the possibility of any resulting personal injury, loss or damage.

I am aware that the Program will be offered and supervised by Pacific Adventure Learning Inc.

I have completed a Medical Disclosure Form and the Participant does not suffer from any undisclosed physical or mental condition that might impede the Participant's ability to participate in the Program.

I am aware that the level of participation in the Program is entirely at the discretion of the individual Participant and the Participant may at any time decline to take part in any or all of the activities associated with the Program.

I am aware that neither Pacific Adventure Learning nor the University of British Columbia carry medical or dental insurance for the Participant, and it is my responsibility to arrange for insurance for the Participant as I see fit.

In consideration of Pacific Adventure Learning Inc. permitting the Participant to take part in the Program I, the undersigned Participant or parent/guardian of the Participant if the Participant is under the age of nineteen (19) years, hereby AGREE:

To WAIVE any and all claims that the Participant has or may in the future have against Pacific Adventure Learning Inc., its directors, officers, employees, agents or representatives or the University of British Columbia its board of governors, officers, employees, agents, representatives or students (all of which are collectively referred to as the "Releasees") and to RELEASE the Releasees from any and all liability for any loss, damage or injury that the Participant or the Participant's next of kin may suffer, arising from or as a result of the Participant's participation in the Activity PROVIDED ALWAYS THAT this release and waiver shall not apply to any liability, loss, damage or injury arising from or as a result of the negligent acts or omissions of Pacific Adventure Learning Inc. or the University of British Columbia or their respective directors, governors, officers, employees or agents.

That if there has been any material misrepresentation of the Participant's fitness to participate in the Program on the Medical Disclosure Form I will INDEMNIFY and save harmless the Releasees from and against any loss or damage which may be suffered by the Releasees as a result of such material misrepresentation.

That this Agreement will be effective and binding upon the Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of the Participant's death or incapacity.

That this Agreement will be governed by and construed in accordance with the laws of British Columbia, and the parties hereby attorn to the jurisdiction of the Courts of competent jurisdiction of British Columbia in any proceeding hereunder.

BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR ANYONE CLAIMING ON MY BEHALF MAY HAVE.

Signed, this date _____ 20____ GROUP NAME _____

Signature of Participant OR Parent/Guardian if Participant is under 19 yrs of Age

PRINTED Name of Participant

PRINTED Name of Parent/Guardian if Participant is under 19 years of age

Street Address

Telephone Number

City, Province, Postal Code