



# Lunatic Adventures Inc.

250 The East Mall, Suite 1691, Toronto, Ontario, M9B 6L3 • 1-866-415-LUNA • [www.lunaticadventures.com](http://www.lunaticadventures.com)

## WAIVER FOR ALL LUNATIC ADVENTURES INC. PROGRAMS PLEASE READ CAREFULLY

FIRST NAME OF PARTICIPANT										LAST NAME OF PARTICIPANT									
APT. #					STREET ADDRESS														
CITY					PROV. /STATE					POSTAL/ZIP CODE									
HOME PHONE										WORK PHONE									

### ACCEPTANCE OF RISK AND RESPONSIBILITY

I am aware that this Activity entails risk or injury to myself and risk or injury to other participants, spectators, or other third parties as a result of my actions, I expressly agree, covenant and promise to accept and assume responsibility and risk of death, illness, disease or damage to other participants, to spectators, or to other third parties and their property arising from my participation in this Activity. My participation in this activity is purely voluntary; no one is forcing me to participate, and I elect to participate in spite of the risks.

I have read this section and initial to show that I understand and agree: \_\_\_\_\_

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Lunatic agreeing to my participation in the activities and permitting my use of its equipment, vehicles, parking, campground and other facilities, and for other good and valuable considerations, 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 Lunatic ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, AND REPRESENTATIVES (all of whom are hereinafter referred to as 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 Lunatic Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, C. 0.2, ON THE PART OF THE RELEASEES AND FURTHER INCLUDING FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE.
2.	I AM AWARE THAT Lunatic Adventures Inc., its OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND GUIDES shall bear no responsibility for any costs incurred with respect to SEARCH AND RESCUE and MEDICAL SERVICES undertaken by any MUNICIPAL, PROVINCIAL or FEDERAL AGENCY with respect to my own acts and omissions.

**INITIAL HERE**

3. 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 Activities:
4. That this Agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death.
5. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and any litigation involving the parties to this Agreement shall be brought within the Province of Ontario;

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

I have read and understood this Agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the releasees.

### PARTICIPANT INSURANCE BENEFIT AND REPRESENTATION OF PHYSICAL CONDITION

I understand and acknowledge that no major medical insurance benefits will be provided to me during this activity. I certify that I have sufficient health and accident insurance to cover any bodily injury I may incur while participating in this activity. If I have no such insurance, I certify that I am capable of personally paying for all such expenses.

I am in good health and able to participate in this activity. All medical information has been fully disclosed on the medical information form.

I have read this section and initial to show that I understand and agree: \_\_\_\_\_

### ENTIRE AGREEMENT

I understand that this is the entire Agreement between myself and Lunatic, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Lunatic, or by me.

My signature below indicated that I have read this entire document, understand it completely, and agree to be bound by its terms.

\_\_\_\_\_  
Print name of Participant

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Signature of Witness