

Waiver and Release of Liability(Adult)

Read Carefully

In consideration of Fundy Complex services and/or equipment to enable me to participate in any Fundy Complex activity, I agree as follows:

I fully understand and acknowledge that recreational activities have: (a) inherent risks, dangers and hazards, such exists in my use of **Fundy Complex** equipment and my participation in **Fundy Complex** activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of **Fundy Complex**; the negligence of others, accidents, breaches of contract, forces of nature, or other causes. Risks and dangers may arise from foreseeable and unforeseeable causes including but not limited to, guide/supervisor decision making, including that a guide/supervisor may misjudge terrain, weather, trail or water route, location, or conditions, risks of falling out of or drowning while in a kayak, canoe, or raft, and other such risks, hazards and dangers that are integral to recreation activities and/or use of equipment, **I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, employees, officers, or agents of Fundy Complex, or by any other person.**

I, on behalf of myself, my personal representatives, and heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify **Fundy Complex** and its owners, agents, officers, and employees from any and all claims, actions or losses of bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of **Fundy Complex** equipment or my participation in **Fundy Complex** activities. **I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, employees, officers, or agents of Fundy Complex.**

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which **Fundy Complex** or its agents is a party shall be either the Town of Digby or Supreme Court in Nova Scotia

I have read the above waiver and release and by signing agree with the above. It is my intention to exempt and relieve Fundy Complex from liability for personal injury, property damage or wrongful death caused by negligence or any other cause.

_____ age _____ date
signature

name (printed)

street address

_____ town _____ Prov/state _____ Zip/p code

Do you have any medical or physical conditions that we should be aware of in case of emergency?

circle one: **Yes NO** If "Yes" please detail on Personal Info Page