


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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS TO
SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!


Signature of Guest

To: Stoneworks Solutions Inc, HER MAJESTY THE QUEEN IN RIGHT OF CANADA, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO and their respective directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, assigns, representatives and guests. (all of whom are hereinafter referred to as “the RELEASEES”)

DEFINITION

THE RELEASEES’ programs include, but are not limited to,ski touring, telemarking, cross-country skiing, hiking, and travel teambuilding initiatives and exercises, canoeing, kayaking and general physical exercise both outdoors and indoors.

In this Agreement, the term “wilderness activities” shall include but is not limited to: hiking, nature study, snow sports, touring, expeditions, trekking, mountain biking, swimming, boating, fishing, watersports, and all activities, services and use of facilities either provided by or arranged by the Releasees including orientation and instructional sessions or classes, transportation, accommodation, equipment, clothing, food and beverage, water supply, rescue and first aid services, and all travel by or movement around vehicles, other aircraft, all terrain vehicles, watercraft or other vehicles.

ASSUMPTION OF RISKS

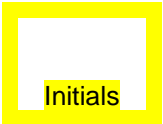
I understand that the Releasees’ programs involve intrinsic hazards, not all of which can be listed here. Among the more obvious and frequent are:

1. Cold weather injuries.
2. Burns
3. Violent and unpredictable weather, which may cause injury due to extremes of heat or cold, and which may prevent travel to, from or within an area.
4. Unfamiliar country, where the program participants may get lost, off route or be separated from the rest of the party.
5. Remoteness of location with poor communications and inability to get rescue or medical assistance quickly or easily.
6. Infectious disease such as viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact.
7. Transport by public or private motor vehicle, helicopter
8. Hazards involved in canoeing, kayaking and other water activities such as capsize, striking rocks in rivers, and drowning.
9. Cuts, scrapes, bruises, fractures and other injuries sustained in physical activity indoors and outdoors.
10. Cuts, scrapes, bruises, and other injuries sustained as a result of the improper use of tools.
11. **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO TAKE REASONABLE STEPS TO SAFE GUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.


Initials

STONeworks SOLUTIONS INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for any of the Releasees wilderness programs or activities I agree to this release of claims and waiver of liability as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **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 wilderness 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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION IN THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

- 2. I am not relying on any oral or written statements made by the Releasees or their agents, whether in brochures, advertisements or in individual conversations to lead me to become involved in this program on any basis other than my assumption of the risks involved.
- 3. I accept all the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the program I am taking with the Releasees.
- 4. I certify that I am physically capable and fit to participate in this activity and I have no medical conditions or needs other than those listed.
- 5. I confirm that I am eighteen years of age or older. (Younger participants must have a parent or guardian read and sign this document.)
- 6. I confirm that I have read over this agreement before signing, that I understand it, and that it will be binding not only on me but also on my heirs, my next of kin, my executors, administrators and assigns.
- 7. 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 Ontario and no other jurisdiction; and
Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
- 8. **I HEREBY AGREE 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 wilderness activities.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video taken of being used for advertising, promotional or marketing purposes.

I HAVE READ AND UNDERSTOOD 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.

Witness's Signature	Guest's Signature
Witness's Printed Name	Guest's Printed Name
Date	Signature of Parent or Guardian if guest is a minor

CLIENT INFORMATION

Last Name	First Name
Address	City
Province / State	Postal Code / Zip Code
Country	Email

MEDICAL INFORMATION

Emergency Contact	Phone:
Allergies	
Medications	
Medical Conditions	