

RUSH SCHEDULE 2020

FRIDAY

7:00 pm Doors Open
8:00 pm Rush Rally

SATURDAY

9:00 am Breakfast
10:00 am Rush Rally
11:30 am Activity Options
5:30 pm Supper
6:30 pm Rush Rally
8:30 pm Terrance Richmond Concert
9:00 pm Hug and head home

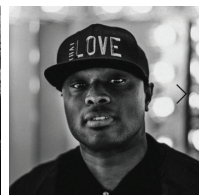
rushyouthconference.com



Leeland



Roar Judah



Terrance Richmond



Stacey Takanaka



Storm Moore



RUSH

YOUTH CONFERENCE

FEB 21 + 22
2 0 2 0

KELOWNA, BC
RUSHYOUTHCONFERENCE.COM

RUSH INFORMATION

COSTS

Base cost is \$40 per person + cost of chosen Activity Option
 Leaders attending with their youth groups are free (Activity Option is extra).
 Fees include meals and snacks as per conference schedule.
 All the Saturday Activity Options include transportation.

LODGING

All attendees/groups are responsible for their own lodging. There are many great area hotels, or billet with a local church!

BUSES AVAILABLE

Need buses for your group or a shuttle once you get here?
 School buses are available for rent (with a driver OR provide your own).
 Great rates! Contact Trevor for more info at 250.550.4272.

LOCATION

The conference location is:
 Evangel Church (3261 Gordon Dr, Kelowna, BC)

HOW TO REGISTER

- Register in person or by mail by February 14 (cash, cheque, debit) :
 Willow Park Church, 439 Hwy 33, Kelowna, BC, V1X 1Y2
- Register online at rushyouthconference.com by February 19 at 12 pm

For more information, visit: rushyouthconference.com
 Email: rush@willowparkchurch.com
 Phone: 250.765.6622

RUSH ACTIVITES

PACKAGE	CONFERENCE COST	SATURDAY ACTIVITY OPTION	OPTION COST	TOTAL WEEKEND COST (not including lodging)
A	\$40	X-Games A Bubble Soccer, Laser Tag Crux Climbing & Bowling <small>EXTRA WAIVER REQUIRED</small>	\$40	\$40 + \$40 \$80
B	\$40	X-Games B Axe Monkeys, Laser Tag, Scandia & Bazooka Ball <small>EXTRA WAIVER REQUIRED</small>	\$40	\$40 + \$40 \$80
C	\$40	X-Games C H2O, Scandia & Slurpees	\$20	\$40 + \$20 \$60
D	\$40	Big White Tubing & Skating Skate rentals - \$12	\$30	\$40 + \$30 \$70
E	\$40	Girls Resort Manteo Resort - luxury movie room, pool, hot tub, snacks, spa!	\$30	\$40 + \$30 \$70
F	\$40	No Option	\$0	\$40 + \$0 \$40



RUSH 2020 REGISTRATION FORM

Participant's Name _____

Church Group _____

Grade: _____ **Age:** _____

Parent/Guardian Name: _____

Phone # _____

Email: _____

IMPORTANT INFORMATION

REGISTRATION FEE: (does not include activity option)

\$40 - Participant

Free - Youth Leader attending with their Youth Group

*All fees include meals and snacks as per conference schedule. All Saturday Options include transportation.

WAIVERS:

All participant's emergency contact information and signed waiver (on back of this form) must be handed in with registration.

OPTION A & B - those participating in **CRUX climbing** or **Axe Monkeys** must have the Liability Release signed and handed in order to participate—

NO EXCEPTIONS.

ALL waivers available at www.rushyouthconference.com or at the church office

Registration & Payment: (cash/cheque/debit) can be dropped off at the church office or mail registration and payment to:

Willow Park Church
439 Hwy #33 West
Kelowna, BC V1X 1Y2

(please make cheques payable to Willow Park Church)

ONLINE Registration & Credit Card Payment is available at www.rushyouthconference.com

Church Groups may also email registration to rush@willowparkchurch.com

Please have your registration in by Friday, February 14, 2020

ONLINE Registration **closes at noon** on Wednesday, February 19, 2020

PACKAGE	CONFERENCE COST	SATURDAY ACTIVITY OPTION	OPTION COST	TOTAL WEEKEND COST <small>(does not include lodging)</small>
A	\$40	X-GAMES - A <small>(BUBBLE SOCCER, LASER TAG, CRUX CLIMBING & BOWLING)</small> <u>EXTRA WAIVER REQUIRED</u>	\$40	\$80
B	\$40	X-GAMES - B <small>(AXE MONKEYS, LASER TAG, SCANDIA & BAZOOKA BALL)</small> <u>EXTRA WAIVER REQUIRED</u>	\$40	\$80
C	\$40	X-GAMES - C <small>(H2O, SCANDIA & SLURPEES)</small>	\$20	\$60
D	\$40	BIG WHITE TUBING & SKATING <small>(skate rentals available at Big White—\$12)</small>	\$30	\$70
E	\$40	GIRLS RESORT! <small>Spend the afternoon at Manteo Resort with luxury movie room, pool, hot tub & snacks. You can also go to the spa and have your hair and nails done. Bring your swimsuit if you want to use the pools.</small>	\$30	\$70
F	\$40	NO OPTION	\$0	\$40

RUSH 2020 SCHEDULE

February 21 & 22, 2020

Evangel Church— 3261 Gordon Drive

Friday

7:00- Doors open

8:00- Rush Rally

Saturday

9:00- Breakfast

10:00- Rush Rally

11:30- Activity Options

5:30- Supper

6:30- Rush Rally

8:30- Terrance Richmond Concert

9:00- Hug and head home

PAYMENT INFORMATION

I have chosen package _____

Conference Cost \$ _____ + Package \$ _____ = My total payment comes to \$ _____

I am paying by (circle) CASH CHEQUE # _____ Debit (church office only)

PERSONAL AND MEDICAL INFORMATION

Participant's Name: _____

Care Card#: _____ BIRTHDATE: _____

Serious Medical Concerns: _____

Emergency Contact (Name) _____

Emergency Contact (Phone) _____

RUSH YOUTH CONFERENCE RELEASE and INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the activities of the Willow Park Church RUSH Youth Conference (RUSH), I acknowledge and agree that:

1. I understand that participation in RUSH activities may involve a certain degree of risk. I have carefully considered the possible risks involved in the RUSH activities and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those organizations and persons released from liability below, and assume full responsibility for my participation, or the participation of my child/ward in any and all RUSH activities. I understand that participation in RUSH activities is entirely voluntary and requires participants to abide by all applicable rules and standards of conduct, established by the RUSH Youth Conference and all associated activity organizers.
2. I understand that myself or my child/ward may experience illness or accident that may require immediate medical or surgical attention. I hereby give RUSH representatives the authority to act on my behalf or on behalf of my child/ward in case of emergency, including medical treatment, without the necessity of my prior approval. I understand that I am financially responsible for any and all related costs. In addition I authorize appropriate dispensing of medications that accompany myself or my child/ward and the reasonable dispensing of common over-the-counter medications that might be needed.
3. I, for myself or for my child/ward and on behalf of my/their heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Willow Park Church Mennonite Brethren and The British Columbia Conference of the Mennonite Brethren Churches including but not limited to, their officers, officials, agents, volunteers and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property arising out of, connected with, or resulting from the RUSH activities, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, except that which is the result of gross negligence and/or wanton misconduct. I for myself or on behalf of my child/ward, further agree to indemnify the Releasees against any and all claims, procedures, costs, expenses (including legal fees and expenses), damages and liabilities arising out of, connected with, or resulting from the participation in RUSH activities by myself or my child/ward.
4. I acknowledge that the forgoing release is intended to be as broad and inclusive as is permitted by the laws of the Province of British Columbia, and that if any portion thereof is held to be invalid, it is agreed that the balance shall, nevertheless, continue in full legal force and effect.

CONSENT BY THE PARTICIPANT OR BY THE PARENT/GUARDIAN OF THE CHILD/WARD PARTICIPANT:

I hereby certify that I am at least 19 years of age and if I am 18 years of age or younger, I will have a Parent's or Guardian's signature provided below giving permission to participate in the RUSH activities and providing full agreement to this Release and Indemnity Agreement.

I hereby certify that I have read the terms and conditions set forth on this Release and Indemnity Agreement in its entirety and fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement and that I have executed the same of my own free will without any duress whatsoever, realizing that it is a legally binding agreement.

I hereby certify that I, the Participant, or as Parent/Guardian with legal responsibility for the child/ward Participant named above, do consent and agree not only to my/his/her release of Willow Park Church Mennonite Brethren and all other Releasees, as described above in the terms and conditions of this Agreement, but in addition I also confirm and agree to release and indemnify all Releasees from any and all liabilities incident to my/his/her involvement in the RUSH activities for myself, my heirs, assigns, and next of kin. In order that I/he/she be allowed to participate, I as the signer below, agree to fully indemnify Willow Park Church Mennonite Brethren and The British Columbia Conference of the Mennonite Brethren Churches, and all other Releasees against any and all actions for any injury that may be sustained by the Participant or cause by the Participant to others.

PARENT/GUARDIAN'S NAME
For Participants under 19 years of age

Name of Participant over 18 years of age

PARENT/GUARDIAN'S SIGNATURE
For Participants under 19 years of age

Signature of Participant over 18 years of age

DATE SIGNED

DATE SIGNED

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

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

TO: Beyond the Crux Climbing Gym Inc. ("the Company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

I, _____ (PLEASE PRINT NAME CLEARLY) hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by "the Company" and/or "the Agents" including, but not limited to:
 - a. Indoor Rock Climbing(collectively referred to as "the Activities") and in further consideration of "the Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").
2. I acknowledge that "the Activities" involve **inherent risks and dangers that may cause serious injury and possible death to participants.**
3. I fully understand the risks and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk.**
4. I hereby **waive any and all claims** which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "the Company" and/or "the Agents".
5. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

I AM 19 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS.

Signature of Participant

Date

Witness Signature

Witness Name

Email address _____

I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE PARTICIPANT, I HAVE READ AND UNDERSTAND AND AGREE TO EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/WARD. I HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS THE COMPANY AND AGENTS FOR ANY AND ALL CLAIMS, BY OR ON BEHALF OF OUR SAID CHILD IN RESPECT OF, OR ARISING OUT OF, ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE AS IT RELATES TO ALL THE EVENTS ORGANIZED BY "THE COMPANY" AND/OR "THE AGENTS".

Name of Child

Date

Date of Birth

Signature of parent/guardian

Print Name

Witness Signature

Witness Name

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

WARNING: BY SIGNING THIS WAIVER YOU ARE WAIVING CERTAIN LEGAL RIGHTS – PLEASE READ THE DOCUMENT BELOW CAREFULLY

The Guardian must Read and Understand this form prior to the Child participating in Axe Monkeys Activities

Participant Last Name		Participant First Name		Date of Birth	
Address	City	Province	Postal Code		
Parent/Legal Guardian Last Name		Parent/Legal Guardian First Name		Cell Phone	
Email Address		Emergency Contact		Emergency Phone	

TO: **Axe Throwing Inc. O/A Axe Monkeys**, for themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, volunteers, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them (hereinafter, the “**Releasees**”);

RE: Recreational Axe-Throwing (the “**Activity**”)

This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned “Parent” or “Guardian” and the minor participant “Participant” and Axe Monkeys, it’s directors, owners, employees, volunteers, and facilities and the owners and lessors thereof, hereinafter referred to as Axe Monkeys or collectively as “Releasees”).

Participation in the activities of Axe Monkeys can be HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT. Participant and Parent or Guardian believe the Participant is qualified to participate in Activities and if at any time the Participant, Parent or Guardian believe conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.

_____, _____, _____ INITIAL HERE

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, myself on behalf of the Participant, my representatives, heirs, agents administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through me on behalf of the Participant (hereinafter, the “Releasor”), **I HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION AND HOLD HARMLESS** the Releasees from any and all claims I may now and/or in the future may have against the Releasees, and from any and all liability, for any personal injury, death and/or property damage, expense, and/or loss sustained by the Participant, Parent or Guardian or incurred on his/her account as a result of the Participant’s participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, wilful misconduct, including the failure to take reasonable steps to safeguard or protect the Participant, Parent or Guardian from the risk, dangers, and/or hazards of participating in the Activity, and/or breach of statutory or other duty, including duties arising from occupier's liability legislation and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant’s behalf against any of the Releasees, **THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.**

_____, _____, _____ INITIAL HERE

THE RELEASOR ACKNOWLEDGES AND ACCEPTS that the Activity is inherently risky and dangerous, and exposes the Participant to the possibility of personal injury, death, property damage and/or loss resulting therefrom. Risks may arise out of contact and/or participation with other participants, equipment and other mishaps. Risks may be caused by the Participant’s own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or THE NEGLIGENCE OF THE “RELEASEES.” Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

_____, _____, _____ INITIAL HERE

THE RELEASOR AGREES AND UNDERSTANDS that in order for the Participant’s participation in the Activity on the date set out below, the Parent or Legal Guardian must agree to be bound by the terms of this Release of Liability, Waiver and Assumption of Risk.

THE RELEASOR AGREES that the Parent or Guardian will be fully responsible for all costs and expenses that may be incurred in providing any special services to the Participant, outside of regular services agreed to or provided by the Releasees in connection with the Activity, and without limiting the generality of the foregoing, agrees to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special outlay for the Participant, and Parent or Guardian personally, and to reimburse the Releasees for all costs of these services as may be incurred by them for the Participant's benefit or at the Parent or Legal Guardian's request.

_____, _____, _____ INITIAL HERE

IT IS AGREED AND UNDERSTOOD that the Releasor, Parent or Guardian on behalf of the Participant will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Contributory Negligence Act*, RSA 2000 c. C-27, and the amendments thereto and/or under any successor legislation thereto, and/or under the *Rules of Civil Procedure*, from the Releasees with respect to the matters discharged by this Release of Liability, Waiver, and Assumption of Risk. **IT IS AGREED AND UNDERSTOOD** that if the Releasor, Parent or Guardian on behalf of the Participant commences such an action, or takes such proceedings, and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor, Parent or Guardian on behalf of the Participant will immediately discontinue the proceedings and/or claims, and the Releasor, Parent or Guardian on behalf of the Participant will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity basis. This Release of Liability, Waiver, and Assumption of Risk shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor, Parent or Guardian on behalf of the Participant with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor, Parent or Guardian on behalf of the Participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

_____, _____, _____ INITIAL HERE

THE RELEASOR ACKNOWLEDGES that this Release of Liability, Waiver, and Assumption of Risk contains the entire agreement between the parties hereto, that the terms of this Release of Liability, Waiver, and Assumption of Risk are contractual, are not a mere recital, and any breach of these terms may be enforced against the Releasor, and may give rise to a damage claim against the Releasor enforceable by a further legal proceeding. The Releasor further acknowledges that the Releasees have not made any oral, written or visual representations or statements that are not otherwise reflected in this agreement.

I CONSENT TO PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of such participation.

_____, _____, _____ INITIAL HERE

THE RELEASOR HEREBY AGREES that this Release of Liability, Waiver, and Assumption of Risk will be governed by the Laws of the Province of British Columbia and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the British Columbia Court of Queen’s Bench, and the Releasor hereby attorns to the exclusive jurisdiction of this Court for this purpose.

_____, _____, _____ INITIAL HERE

SEVERABILITY: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

_____, _____, _____ INITIAL HERE

PHOTOGRAPHS, VIDEOS AND RECORDINGS

I hereby grant Axe Monkeys, its managers, employees, and owners (collectively) non-revocable permission to capture the participant image and likeness in photographs, videotapes, recordings, or any other media (collectively “Images”). I acknowledge that Axe Monkeys will own such Images and further grant Axe Monkeys permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to Axe Monkeys business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by Axe Monkeys prior to its use. I forever release and hold Axe Monkeys harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity.

_____, _____, _____ INITIAL HERE

THE UNDERSIGNED PARTICIPANT AND PARENT AND/OR GUARDIAN HEREBY CERTIFY THAT PARTICIPANT IS UNDER 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

Date: _____

First and Last Name (Printed)

Signature _____

Witness _____

I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO ENTER INTO THIS AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT.

Parent/Guardian Name (if under age 18)

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

WARNING: BY SIGNING THIS WAIVER YOU ARE WAIVING CERTAIN LEGAL RIGHTS – PLEASE READ THE DOCUMENT BELOW CAREFULLY

Participant Last Name		Participant First Name		Email	
Address		City	Province	Postal	
Phone		Emergency Contact		Emergency Contact Phone	

TO: **Axe Throwing Inc. O/A Axe Monkeys**, for themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, volunteers, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them (hereinafter, the “**Releasees**”);

RE: Recreational Axe-Throwing (the “**Activity**”)

I, _____, desire to participate in the Activity on the date as set out below, which has been organized by the Releases.

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, on behalf of myself, my representatives, heirs, agents administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through me (hereinafter, the “**Releasor**”), **I HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION** the Releases from any and all claims I may now and/or in the future may have against the Releases, and from any and all liability, for any personal injury, death and/or property damage, expense, and/or loss sustained by me as a result of my participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including the failure to take reasonable steps to safeguard or protect me from the risk, dangers, and/or hazards of participating in the Activity, and/or breach of statutory or other duty, including duties arising from occupier's liability legislation.

THE RELEASOR ACKNOWLEDGES AND ACCEPTS that the Activity is inherently risky and dangerous, and there is the possibility of personal injury, death, property damage and/or loss resulting therefrom.

THE RELEASOR AGREES AND UNDERSTANDS that in order to participate in the Activity on the date set out below, he/she must agree to be bound by the terms of this Release of Liability, Waiver and Assumption of Risk.

THE RELEASOR AGREES that he/she will be fully responsible for all costs and expenses that may be incurred in providing any special services to him/her, outside of regular services agreed to or provided by the releases in connection with the Activity, and without limiting the generality of the foregoing, agrees to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special outlay for him/her personally, and to reimburse the releases for all costs of these services as may be incurred by them for his/her benefit or at his/her request.

THE RELEASOR HEREBY confirms that by executing this agreement, he/she is representing that he/she is of the full age of majority and that he/she has read, and understands, this agreement. The Releasor acknowledges that he/she is not under the influence of any substances, including alcohol, illicit drugs, or prescription drugs, which may affect or impair his/her motor skills, judgment, or general ability to think clearly.

IT IS AGREED AND UNDERSTOOD that the Releasor will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Contributory Negligence Act*, RSA 2000 c. C-27, and the amendments thereto and/or under any successor legislation thereto, and/or under the *Rules of Civil Procedure*, from the Releasees with respect to the matters discharged by this Release of Liability, Waiver, and Assumption of Risk. **IT IS AGREED AND UNDERSTOOD** that if the Releasor commences such an action, or takes such proceedings, and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Releasor will immediately discontinue the proceedings and/or claims, and the Releasor will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity basis. This Release of Liability, Waiver, and Assumption of Risk shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defence and reply, and may be relied upon in any

proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

THE RELEASOR ACKNOWLEDGES that this Release of Liability, Waiver, and Assumption of Risk contains the entire agreement between the parties hereto, that the terms of this Release of Liability, Waiver, and Assumption of Risk are contractual, are not a mere recital, and any breach of these terms may be enforced against the Releasor, and may give rise to a damage claim against the Releasor enforceable by a further legal proceeding. The Releasor further acknowledges that the Releasees have not made any oral, written or visual representations or statements that are not otherwise reflected in this agreement.

THE RELEASOR HEREBY AGREES that this Release of Liability, Waiver, and Assumption of Risk will be governed by the Laws of the Province of British Columbia and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the British Columbia Court of Queen's Bench, and the Releasor hereby attorns to the exclusive jurisdiction of this Court for this purpose.

PHOTOGRAPHS, VIDEOS AND RECORDINGS

I hereby grant Axe Monkeys, its managers, employees, and owners (collectively) non-revocable permission to capture my image and likeness in photographs, videotapes, recordings, or any other media (collectively "images"). I acknowledge that Axe Monkeys will own such images and further grant Axe Monkeys permission to copyright, display, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to Axe Monkeys business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the image by Axe Monkeys prior to its use. I forever release and hold Axe Monkeys harmless from any and all liability arising out of the use of the images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the images, including without limitation, claims for invasion of privacy rights or publicity.

I accept Axe Monkeys taking pictures or videos of me and publishing on any media source for advertising

I would like to receive email updates on any new promotions.

Date: _____

First and Last Name Printed

Signature

Witness (Name: _____)

Name: