

**PARTICIPANT AGREEMENT  
RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT  
PLEASE READ CAREFULLY**

**TO: Ray Hawkes, doing business as Solstice Recreation Group, PO Box 53  
Quathiaski Cove BC V0P 1N0**

**AND TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, and THE  
PROVINCE OF BRITISH COLUMBIA**

**In Consideration of my being permitted by Solstice Recreation Group to use natural rock climbing areas and indoor rock climbing as well swift moving water and hiking terrain. I agree to the following waiver and release. I, the undersigned user, agree to IDEMNITY AND HOLD HARMLESS Solstice Recreation Group and I make the following representations:**

**Solstice Recreation Group, its agents, employees, instructors and volunteers, (hereinafter SRG) have done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests that rock climbing is not risk free. The same elements that contribute to the unique character and fun of rock climbing such as the physical exertion or the height can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks.**

**ACKNOWLEDGMENT OF RISK**

**Rock climbing, Mountaineering, White Water Rafting, Stand Up Paddle Boarding, Canoeing / Kayaking and Hiking activities can be and hazardous. The obvious accidents that occur in climbing are falling while climbing. Whenever you fall you may fall only a few feet or all the way to the ground. As you fall you may hit objects or the wall that are in your path. If the rope catches your fall the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. In addition to the hazards of falling, objects falling off the wall may hit you. Holds, climbing equipment and even people may fall and hit you as you are standing at the base or while climbing. Equipment may fail. Climbing equipment is tested before use, however the extreme conditions of the environment in which climbing equipment is used in conjunction with the damages caused by the wall can cause climbing equipment to fail. Improper use of the equipment or not property tying in will result in injury. The climbing hold may spin or break. As you climb you may pull out protection from the wall or it may become unclipped. You will experience cuts from holding on to the holds or wall. You may also experience rope burns from handling the rope.**

**Swift Water and Canoeing activities has additional hazards that include but not limited to you being immersed in cold moving water, physical exhaustion and potentially violent trauma as a result of being struck by a natural object or another person. You may suffer from hypothermia due to being immersed in cold water for an extended period of time. It is important that you seek medical direction prior to taking part in high risk activities if you are currently being treated by a physician for a medical condition. Ensuring your physician is aware of your desire to participate in high risk activities is key prior to you engaging in these activities that SRG offers.**

**Hiking activities have known hazards such as physical exhaustion, strained muscles, blisters, as well as unknown hazards such as insect bites and stings. Larger predatory animals are also known to visit the areas in which you will be hiking, Rafting, Stand Up Paddle Boarding, Canoeing, Rock Climbing and Mountaineering within.**

**It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.**

**I certify that my family, including minor children and myself are fully capable of participating in a climbing program I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of SRG I also understand that SRG reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in rock climbing. My family and I are in good physical condition and able to undertake this activity.**

### **CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION**

**I agree to indemnify and hold harmless SRG their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue SRG, their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of SRG or my family, myself, or my heirs, against SRG arising out of participation in this program. In short, I cannot sue SRG and if I do, I cannot collect any money. I agree to the site of any lawsuit and the law governing any such lawsuit shall be the Province of British Columbia and governed by British Columbia**

law. The terms of this agreement shall continue and be in effect after the rockclimbing, whitewater rafting, canoeing and or hiking trip has ended. As liquidated damages, I hereby agree that if SRG is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay SRG costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. I acknowledge that no guarantees have been made with respect to achieving objectives. I authorize and release to SRG the use of my image in any photograph or video recording for any purpose of SRG I have adequate health, disability, and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SRG on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_  
Address \_\_\_\_\_

Phone \_\_\_\_\_

Date \_\_\_\_\_

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

Print Name \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

(for participants under the age of 19)

In consideration of \_\_\_\_\_ (print minor's name) being permitted by SRG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SRG from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_

Date: \_\_\_\_\_