

**MARBLE ZIP TOURS INC.**

**RELEASE OF LIABILITY  
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE  
PLEASE READ THIS CAREFULLY!!**

Initial Here: \_\_\_\_\_

Participant's First Name:				Last Name:			
Address :				City:		Prov. :	
Postal Code:		Phone #		Date of Birth:			

**TO: MARBLE ZIP TOURS INC, MARBLE MOUNTAIN DEVELOPMENT CORPORATION, MARBLE MOUNTAIN RESORT AND MARBLE VILLA**, their directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (**hereinafter collectively referred to as the "RELEASEES"**).

**A. ASSUMPTION OF RISKS**

I am aware that participating in the activities offered by or associated with **THE RELEASEES** exposes me to many inherent risks, dangers and hazards AS WELL AS NEGLIGENCE ON THE PART OF THE RELEASEES, 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. I am also aware that the risks, dangers and hazards referred to above exist throughout the premises and that many hazards are unmarked. By engaging in any activities offered by or associated with **THE RELEASEES**, I freely accept and fully assume all inherent risks, dangers, and hazards and the possibility of personal injury, property damage or loss resulting there from.

Initial Here: \_\_\_\_\_

**B. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

In consideration of **THE RELEASEES** permitting me to participate in its activities, permitting me the use of its equipment and permitting me the use of its facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

**TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE RELEASEES** and **TO RELEASE THEM** 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 the activities or use of the premises offered by or associated with **THE RELEASEES**, due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OF CARE, 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.**

Initial here: \_\_\_\_\_

- 1. 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 activities and my participation in the activities offered by or associated with **THE RELEASEES**.
- That this agreement shall be effecting and binding upon my heirs, next of kin, executors, administrators and assign, in the event of my death.
- 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 Newfoundland and Labrador and no other jurisdiction; and
- Any litigation involving the parties to this Agreement shall be brought solely within the Province of Newfoundland and Labrador, and shall be within the exclusive jurisdiction of the Courts of the Province of Newfoundland and Labrador.

**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.**

Signed the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signature of Witness
Please print name clearly

Signature of Passholder
Please Print name Clearly
Signature of Parent or Guardian if applicant is under 18 years

**E-Mail** \_\_\_\_\_