



Release Waiver and Indemnification

IN CONSIDERATION of Fern Resort permitting the undersigned to attend at or participate in the adventure program or training workshop and use the Climbing Wall, Vertical Playground, Teeter Totter, Switchback, Aerial Trust Dive, Log Drivers' Waltz, and related activities and equipment, I, _____ for myself, executors, administrators and assigns do hereby release and forever discharge Fern Resort, their respective servants, agents or employees from any loss, injury or damage to my person or property incurred while attending at or participating in the adventure program or training workshop and using the Climbing Wall, Vertical Playground, Teeter Totter, Aerial Trust Dive, Switchback, Log Drivers' Waltz, and related activities, not withstanding any such loss, injury or damage may have arisen by reason of the negligence of Fern Resort, their servants, agents or employees.

And for the above consideration, the undersigned further agrees not to make any claim or to commence or maintain any action or proceeding against Fern Resort, for contributing or indemnity or otherwise in respect of any incident relating to my attendance at, or participation in the adventure program or training workshop and use of the Climbing Wall, Vertical Playground, Teeter Totter, Aerial Trust Dive, Switchback, Log Drivers Waltz, and related activities and equipment and, furthermore, to indemnify and hold harmless Fern Resort, their officers, agents and employees from any and all causes of actions, claims, demands, loses or costs of any nature whatsoever arising out of or in any way relating to my attendance at or participation in the adventure program or training workshop and use of the Climbing Wall, Vertical Playground, Teeter Totter, Aerial Trust Dive, Switchback, Log Drivers' Waltz, and related activities and equipment.

Did you read the waiver? _____

Do you understand the waiver? _____

Do you realize you are waiving your legal right to sue Fern Resort Ltd.? _____

IN WITNESS WHEREOF this instrument is duly executed this _____ day of _____, 20 _____ and

Witness (Fern Staff)

Signature

Name of participant (print)

**This release and indemnification form may only be signed by those persons 18 years of age or older. If the above-noted person is under the age of 18, a parent or legal guardian must sign this release and indemnification.

Signature of Parent/Guardian

Confidential Personal Information

We require full information in the event of illness or accident so that the appropriate assistance can be provided. Therefore, before you fill out this form, please read it carefully; full and accurate completion of all sections is very important.

Name: _____

Date of Birth: _____ Sex: M F Height: _____ Weight: _____

Address: _____ City/Prov: _____ / _____ Postal/Zip: _____

Home PH: (____) _____ Cell: (____) _____ Work PH: (____) _____

Notify in Case of Injury

Name: _____

Address: _____ City/Prov: _____ / _____ Postal/Zip: _____

Home PH: (____) _____ Cell: (____) _____ Work PH: (____) _____

Relationship: _____ Location: _____

Please list all information regarding the following for the past and the present

- 1) Do you have any allergic reactions to food, medications, insect bites or stings? Yes No

- 2) Have you suffered any injury, inflammatory conditions or chronic pain in the past that might affect your ability to safely use the equipment or engage in the planned activities? Yes No
- 3) Do you have any breathing or respiratory difficulties that might affect your ability to safely use the equipment or engage in the planned activities? Yes No
- 4) If you have any of the above conditions or difficulties, or have been treated for any chronic conditions (including but not limited to, Asthma, Epilepsy, Heart Disease or any Coronary Condition), have you consulted with a qualified physician to determine that it is safe for you to engage in strenuous physical activity? Yes No
- 5) Do you have any perceptual or balance difficulties that might affect your ability to safely use the equipment or engage in the planned activities? Yes No

- 6) Do you require the use of eyeglasses, contact lenses, dentures or dental devices, or any other prosthetic device or form of physical aid? Please describe: Yes No

- 7) Are you aware of any other physical, mental or emotional condition, limitation or factor that might affect your ability to safely use the equipment or engage in the planned activities? Yes No
- 8) Please describe the regular physical activities in which you currently engage, and assign a numerical value from 1 to 5 for your current level of fitness with 1 being out of shape and 3 being reasonably fit and 5 being in athletic condition

Activities: _____ Fitness #1 out of 5: _____

Please note that the information provided will be kept strictly confidential. It is for the purpose of determining if special care might be required in the event of illness and/or accident. It is also intended to guide you in the appropriate determination as to whether you can safely use the equipment, or engage in the planned activities. Fern Resort reserves the right to refuse permission to use the equipment, or engage in the planned activities, at its sole discretion if the information disclosed indicates that your safety or that of any other person might be adversely affected by your participation.

Permission to Receive First Aid and to Secure Medical Help

I am sufficiently fit to participate in this activity. I have completed this medical history form with information that is accurate, complete, and true to the best of my knowledge. I agree to notify the resort staff of any changes to my health and fitness which occur before or during the workshop. Should I become ill or injured, I give permission for the workshop facilitator(s) to render first aid and to seek emergency medical or rescue services, as they see fit and at my cost.

Signature of participant/Parent or Guardian if under 18 years of age