

## **ACCIDENT WAIVER AND RELEASE OF LIABILITY**

**By clicking the “Agree” button You warrant and represent to Urban Quest Inc. that:**

- You have read and understood and agree to be bound by the present Waiver (as defined below); and
- You are eligible to apply for participation in the Event; and
- You acknowledge and agree that if You are accepted to participate in the Event, You must comply with this Waiver (as defined below).

**NOTE:** Competitors under the age of 18 years can only participate when a parent or guardian accepts the Consent (as defined below)

### **1 Definitions**

1.1 “Event” means any Urban Quest Inc.’s event You are participating in.

1.2 Urban Quest Inc. (Urban Quest) is a company duly incorporated in the province of Quebec and its subsidiaries and authorised representatives. All references to “We”, “Us” or “Our” are references to Urban Quest Inc.

1.3 “Associates” means Urban Quest Inc. and its respective directors, employees, organisers or their representatives, agents, contractors, and volunteers, including any medical personnel appointed for the Event. It also includes owners, licensees and occupiers of land upon which the Event or any part of it is conducted, any statutory body or local authority having control over any land upon which the Event or any part of it is conducted, Event sponsors, or any other person or organisation, which is directly or indirectly involved with the promoting, staging, administering, running or controlling of the Event.

1.4 “You” means the person named on the Event application being the applicant and where accepted by Urban Quest, becoming a competitor in the Event. When You are under 18 years of age, You also refers to the consenting parent or guardian who completes or provides the Consent.

1.5 “Claims” means and includes any action, lawsuit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence.

1.6 “Consent” means the form provided in the online entry system for parent or guardian acceptance and acknowledgement of the Waiver.

1.7 “Eligibility Requirements” means the requirements that must be satisfied for You to enter and participate in the Event, details of which are provided in paragraph 2 of the Waiver.

1.8 “Waiver” means these terms and conditions and the notification (article 15) provided in accordance with the applicable laws and the relevant provincial legislation allowing recreational service providers to limit their liability to You and where the context allows, any policies and rules applicable to the Event including those stipulated in the Event Details on Our website (<http://uquest.ca>).

### **2 Eligibility Requirements**

2.1 If You are under 18 years of age on the date of the Event, a parent or guardian must accept the Waiver and acknowledge the notification (article 15). Where no consent is provided, You warrant that You are 18 years of age or older on the date of the Event.

2.2 You must be medically and physically fit and able to participate in the Event. You acknowledge that You do not have any impairment whether physical, intellectual or otherwise that could cause danger to yourself or others while participating in the Event.

2.3 You must be of sound mind and body and not under the influence of alcohol or any illicit or prescription drug or medication which may in any way impair Your ability to enter into this agreement, fully understand the respective intent and meaning of all of the terms and provisions hereof and to participate in the Event.

2.4 You are entering into this Waiver and release of liability agreement voluntarily, by Your own free will, act and deed, without any undue influence from the organizers or any other third party.

2.5 You release Urban Quest from any obligation to conduct enquiries in respect of Your fitness or suitability for participation in the Event and acknowledge being informed by Urban Quest, its agents, employees, volunteers, contractors, affiliates or promoters that the Event may involve physical and sporting activities.

2.6 If You are unsure about your medical and physical fitness to participate in this Event You must seek advice from a medical practitioner before attending the Event.

### 3 Refusal of applications

3.1 Urban Quest reserves the right to refuse anyone for entry into the Event for any reason, including where an applicant does not meet the Eligibility Requirements;

3.2 Urban Quest accepts no liability for any late, lost or misdirected entries due to technical disruptions, network connections or any other reason outside the control of Urban Quest.

### 4 Your obligations

4.1 If Your entry to participate in the Event is accepted, You will be permitted to participate in the Event on the condition that You comply with the Waiver and any reasonable direction issued by the Event organisers or their representatives.

4.2 You must immediately notify Urban Quest in writing of any change to Your fitness and ability to participate in the Event. Where You do not provide any written notice to Urban Quest, Urban Quest will rely upon this as evidence of Your fitness and ability to participate.

4.3 In entering to participate in this Event You consent to receiving any medical treatment that the Event organisers or their representatives (including emergency services providers) consider reasonably necessary or desirable during or shortly after the Event. You must reimburse Urban Quest for any costs or expenses incurred in association with providing You with medical treatment.

4.4 You must pay the fees due at the time of making the booking. No applications will be accepted or considered unless and until all fees have been received by Urban Quest.

4.5 You acknowledge that alcohol may be served at, during or after the Event. If You are under 18 years of age You must not consume any alcohol at, during or after the Event. If You breach this condition You may be excluded from the Event immediately by Urban Quest.

4.6 You acknowledge being informed that Urban Quest does not have the authority to permit You to access private lands, premises, paths or roads in participating in the Event and nothing in these Terms and Conditions constitutes an implied warranty or representation of any such authority. You further acknowledge and agree that in entering into or accessing private lands, premises, paths or roads:

4.6.1 You do so at Your own risk at all times; and

4.6.2 You must comply with all laws and regulations at all times; and

4.6.3 Without limiting the generality of Condition 4.6 You indemnify and shall keep indemnified Urban Quest from and against all liability arising out of or in relation to Your crossing or entering upon such private lands, premises, paths or roads, including but not limited to liability for injury, loss and damage to persons or property.

4.7 You acknowledge and agree that Urban Quest has the right, in its absolute discretion, to determine, set and put forward rules in connection with the Event as it considers necessary, including the right to disqualify You or otherwise exclude You from participating in the Event, in which event You acknowledge that You will not be entitled to a refund of any monies paid by You in connection with the Event.

4.8 You acknowledge that Urban Quest makes no promises, representations or warranties about:

4.8.1 The offering of any prizes, gifts or awards to participants of the Event;

4.8.2 The quality, likeability, suitability or fitness for purpose of any prizes, gifts or awards, and You further acknowledge and agree that in participating in the Event You have no expectation that You will receive a prize gift or award.

4.9 You agree to comply with the Urban Quest Rules and Regulations in participating in the Event.

4.10 You acknowledge that Urban Quest and its affiliates may at their sole discretion and without liability terminate, modify or suspend the Event in whole or in part without notice and at any time if the conduct, safety, administration, security or otherwise of the Event is compromised or interfered with, and without limiting the generality of Condition 4.7 You indemnify and shall keep indemnified Urban Quest against all liability arising out of or in relation to any such termination, modification or suspension of the Event, including but not limited to liability for injury, loss and damage.

4.11 You acknowledge that Urban Quest does not warrant or represent that access to or participation in the Event will be uninterrupted or error-free.

## 5. **Risks, liability and indemnity**

5.1 You acknowledge that participation in the Event can be inherently dangerous and that You may be exposed to certain risks during the Event including, but not limited to, overexertion, dehydration, serious accidents, exposure to a range of potential hazards associated with the course and adverse weather conditions. These risks can and often occur and they may result in You being personally injured or killed or Your property being damaged or the event being cancelled. By entering into or participating in the Event You agree that:

5.1.1 You have read and understood the risks associated with participating in the Event and this warning, and accept and assume the inherent risks in participating in the Event.

5.1.2 You are fully responsible for the security of Your personal possessions at the Event including any valuable items. You agree that Urban Quest is not responsible or liable for the repair or replacement of any personal possessions whether lost, damaged, stolen or otherwise.

5.1.3 You acknowledge that where You are a consumer of recreational services, as defined by appropriate legislation or any relevant provincial law, certain terms and rights usually implied into a contract for the supply of goods or services may be excluded. You acknowledge that these implied terms and rights and any liability of Urban Quest flowing from them, are expressly excluded to the extent permitted by law. To the extent of any liability arising, the liability of Urban Quest will, at its discretion, be limited in the case of goods, to the replacement, repair or payment of the cost of replacing the goods and in the case of services, the entry fee relating to the Event.

## 6 **Release and indemnity**

In consideration of Urban Quest accepting Your entry to the Event, You, on behalf of yourself, Your heirs, executors and administrators, to the extent permitted by law:

6.1 Release Urban Quest and any of its Associates from all Claims that You have or may have had but for this release arising from or in connection with Your participation in the Event; and

6.2 Indemnify Urban Quest and any of its Associates and will keep Urban Quest and its Associates indemnified in respect of any Claim (including for negligence, breach of contract or breach of Statute) by any person including another participant in the Event arising as a result of, in connection with, or in relation to Your participation in the Event or arising as a result of You transferring Your entry in the Event to another person or arising from You permitting another person to participate in the Event in Your stead. This indemnity may be pleaded as a bar to any Claims. The releases and indemnities in the Waiver continue forever and bind You, Your heirs, executors and administrators, personal representatives and assigns.

6.3 A term of this clause 6 will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

## 7 **Insurance**

You acknowledge and agree that insurance is in place that may provide limited cover to You whilst participating in the Event. You understand that this insurance may not cover You for all injury, loss or damage sustained by You in participating in the Event and You acknowledge that Urban Quest does not make any representations about the suitability of the insurance. You also agree that You can, in Your own interests and at Your own expense, seek and obtain personal insurance over and above the cover provided by Urban Quest.

## 8 **Fees**

8.1 You must pay all the fees due, including any amounts payable for additional optional services such as additional merchandise, charitable donations and other options You nominated at the time of entry into the Event.

8.2 You acknowledge that Urban Quest Canada uses a third party payment facilitator, PayPal Canada ('Paypal'), and that a booking fee may be applied in addition to your entry fee.

## 9 **Refunds**

9.1 You accept that Your entry fees are non-refundable unless:

9.1.1 Urban Quest cancels the Event for reasons outside its control (including but not limited to extreme weather or other dangerous conditions); or

9.1.2 You provide Urban Quest with a valid medical certificate from a certified medical practitioner and the medical certificate is received by Urban Quest Canada by 12pm no less than 10 business days prior to the Event in which case Urban Quest may grant You a refund (minus a \$10 administrative fee); or

9.1.3 Urban Quest cancels the Event for reasons, which are directly within its control.

9.2 Competitors unable to compete in the Event for any reason (except disqualification) are entitled to keep any event garment, show bag or gift bag as applicable if already received from Urban Quest, but there will be no refunds for Your entry fees unless You are entitled to a refund under article 9.1 and have complied with all of Your obligations under the Waiver.

9.3 There will be no refunds for any other items purchased at the time of booking, such as charitable donations.

9.4 You acknowledge and agree that due to the nature of this event and the element of "luck" in the prevailing conditions, Your entry and participation in the Event may be affected by matters outside of the control of Urban Quest, including but not limited to the weather, safety and associated conditions. You accept that in such circumstances Urban Quest has the right to alter, at its sole discretion, the format of, shorten, or cancel the Event in the interest of competitors' safety. Urban Quest will use all reasonable efforts to conduct the Event in the planned format if safe to do so. Should any reason outside the control of Urban Quest, including, without limitation, weather or other dangerous conditions, war, strike or any other act of god force any change, You accept that Urban Quest is not obliged to provide You with any refund, credit, transfer to another Urban Quest event or to restage the Event.

## 10 Transfers and resale

10.1 Entries are non-transferable to other events unless negotiated and agreed with Urban Quest representatives 10 days before the Event. No transfers will be granted within 2 days of the Event.

10.2 Any attempt to transfer Your entry to another person without the knowledge of Urban Quest may result in the cancellation of Your entry without refund and You may be prohibited from participating in other Urban Quest events.

10.3 You must not offer Your (or any other persons) Entry for sale through any medium, including auctions (on eBay or any other auctioning or similar means). All individuals involved in such conduct will be disqualified from the Event.

## 11 Privacy

11.1 Urban Quest has a privacy policy and the information that You provide with this application is necessary for the conduct of the Event. You acknowledge and agree that the information provided will be used by Urban Quest to facilitate the administration of the Event and for future marketing and promotional purposes relating to Urban Quest events. Urban Quest may disclose your personal information to third parties involved in the Event.

11.2 You acknowledge that this web page and any information provided or disseminated in connection with the Event is Urban Quest's absolute intellectual property and is owned by Urban Quest and/or its licensors. You further acknowledge that You are not granted any right or interest in any such intellectual property except as stated in these Terms and Conditions.

11.3 You acknowledge that You must not transmit, reproduce or store in any retrieval system (with the exception of browser caching) this web page or any information provided or disseminated in connection with the Event in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, unless You receive express written permission from Urban Quest.

11.2 You understand that You will be able to access Your information through Urban Quest via its website or by email: [info@uquest.ca](mailto:info@uquest.ca)

11.3 If the information that is deemed required for participation is not provided, Your entry may be rejected.

11.4 You warrant that the information You provide in Your application is correct. If You provide incorrect information, Urban Quest may disqualify You from the Event and You may be ineligible to participate in future Urban Quest events.

11.5 You consent to the Event organisers using Your name, image, likeness, voice, statement and also Your performance in the Event (including the publication of Your name and/or Event result and applicable age bracket on Urban Quest's website), at any time, to promote the Event or any future similar events by any form of media.

11.6 You consent to receiving electronic newsletter material from the Event organisers or their authorised representatives prior to and after the Event. Unless You have nominated otherwise, You acknowledge and agree that Your information may also be used for marketing purposes by a third party or the Event sponsor.

## 12 Governing laws

Your participation in the Event is governed by the laws of the Province of Quebec.

## 13 Amendment

You agree and accept that Urban Quest may amend the Waiver without prior notice to You provided the change is not material to Your participation in the Event.

## 14 Severance

If any term or condition (in whole or in part) is illegal or unenforceable, that term or condition (or part) is to be severed from the Waiver to the extent that it is illegal or unenforceable. Any remaining part of a term or condition that remains valid continues to operate to its full force and effect.

15 You acknowledge the receipt of and agree to the following notification:

Urban Quest and its Associates commit to ensure that the recreational services supplied to You:

(a) are rendered with due care and skill; and

(b) are reasonably fit for any purpose which You, either expressly or by implication, make known to Urban Quest; and

(c) might reasonably be expected to achieve any result You have made known to Urban Quest.