

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

PLEASE READ CAREFULLY! SIGNATURE OF PARTICIPANT _____

TO: CLIMBING ESCALADE CANADA, and their directors, officers, employees, instructors, guides, leaders, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively referred to as the "RELEASEES")

NAME: LAST: _____ FIRST: _____ MIDDLE INITIAL: _____

ADDRESS: STREET: _____ APT#: _____

CITY: _____ PROV/STATE: _____ POSTAL/ZIP CODE: _____

EMAIL: _____

TELEPHONE: HOME: _____ MOBILE: _____

DEFINITION

I am aware that climbing activities involves great risk, dangers and hazards including the risk of serious personal injury. These risks, dangers and hazards include, but are not limited to falls, cuts, abrasions, failure of climbing and rappelling equipment including ropes, harnesses slings, anchor points, climbing holds or any other equipment associated with or related to climbing and rappelling; failing to climb or rappel safely or within one's own ability; negligence on the part of instructors or supervisors or other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CLIMBING ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CLIMBING ACTIVITES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **RELEASEES** allowing me to participate in climbing and permitting my use of their climbing walls, equipment and other facilities, and for other good and valuable consideration, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES, AND TO RELEASE THE RELEASEES** 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 climbing activities or my presence on the facilities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY NOT CARE OWNED UNDER ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION OR LAW, ON THE PART OF THE RELEASEES, I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CLIMBING ACTIVITIES REFERED TO ABOVE.**
- 2. TO HOLD HARMLESS AND INDEMNITY THE RELEASEES** from any and all liability for any damage of property of or personal injury to any third party, resulting from my participation in climbing activities.
- 3.** This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death.
- 4.** This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province or Territory in which the climbing activities takes place and no other jurisdiction; and
- 5.** Any litigation involving the parties to this Release Agreement shall be brought solely within the Province or Territory in which the climbing activities, other than what is set forth in the Release Agreement

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

SIGNATURE OF WITNESS _____

PRINT NAME OF WITNESS CLEARLY _____

DATE _____

SIGNATURE OF PARTICIPANT _____

SIGNATURE OF PARENT/GUARDIAN IF UNDER 19 YEARS OF AGE _____