

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

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

PLEASE MAKE SURE TO READ AND SIGN CAREFULLY!

Climb Edmonton

SIGNATURE OF PARTICIPANT

Name:	Last	First	Middle Initial
Address:	Street		
	City	Prov./State	Postal Code
Information:	Phone Number	Date of Birth	Email
Emergency Information: (Mandatory)	Emergency Contact	Emergency Contact Phone	
How Did you hear about Climb Edmonton?			

TO: [Climb Edmonton], Her Majesty the Queen in the Right of the Province of [Alberta] and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION

In this Release Agreement, the term "INDOOR CLIMBING AND BOULDERING" shall include but is not limited to: bouldering on indoor climbing structure with hand holds bolted, screwed on and using the structure itself for body support. In addition, Climbing on the structure with ropes, rope rescue training, fall protection training and confined space training, and all other activities, services and use of facilities and equipment either provided by or arranged by the Releasees including orientation and instructional sessions or classes.

DESCRIPTION of activities and ASSUMPTION OF RISKS

In consideration of the Climb Edmonton allowing me to use the Indoor Climbing facility, I hereby acknowledge that myself or my child/minor in my care and I am aware of the risks associated with or related to sport climbing and to my our use of the Indoor Climbing facility (INCLUDING THE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS). These risks include, but are not limited to:

- All manner of muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from falling and hitting the floor, climbing wall faces, protruding holds or ledges, or other climbers;
- Rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling, rescue systems and any other rope technique;
- Injuries resulting from failure of ropes, slings, harnesses, climbing hardware, anchor points and any part of the climbing structure;
- Injuries resulting from falling climbers or dropped items such as ropes or hardware and climbing holds;
- Cuts and abrasions from skin contact with climbing panels and various holds, ledges, edges and any fixtures, including injuries to the joints and knuckles of my hands.

I acknowledge that if myself or my child/minor in my care choose not to wear a helmet while using the wall and climbing equipment that myself or my child/minor in my care is exposed to an increased risk of injury.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH INDOOR CLIMBING ACTIVITIES 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.

Signed this _____ day of _____, 20____.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority

(Please sign and date both sides of waiver)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in indoor climbing and bouldering activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 indoor climbing and bouldering activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN INDOOR CLIMBING AND BOULDERING ACTIVITIES REFERRED TO ABOVE;

Initial _____

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in indoor rock climbing and bouldering;
- 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 or incapacity;
- 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 of Alberta where the 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 where the indoor climbing activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in indoor rock climbing and bouldering, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Guardian if Participant is under age of majority