

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement



PLEASE READ CAREFULLY

Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.

To: Five Point Climbing Ltd. and/or City Cliffs Climbing Gyms Ltd. dba Climb Base5 (“the Companies”) and its directors, officers, employees, representatives and agents and all other persons or entities acting in any capacity on their behalf (collectively called “the Agents”)

I, _____ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by “the Companies” and/ or “the Agents” including, but not limited to indoor rock climbing and outdoor portable rock climbing wall(collectively referred to as “the Activities”) and in further consideration of “the Company allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (“the Agreement”)
2. I acknowledge that “the Activities” involve **Inherent risks and dangers that may cause serious injury and possible death to participants.** I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: cuts and bruises; falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles and legs; participants falling on each other resulting in broken bones and other serious injuries; flipping, running and bouncing off the walls can cause serious injury; colliding with or being landed on by climbers of a different size. If the participant is injured, they may require medical assistance, at their own expense. Employees of the Companies have difficult jobs to perform. They seek to create a safe environment but they are not infallible. They might be unaware of a participant’s health or abilities. They may give incomplete warnings or instructions and the equipment being used might malfunction. Travelling to and from locations raises the possibility of any manner of transportation accidents. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I fully understand the risks and dangers associated with my participation in “the Activities” and accept same entirely at my own risk.
4. I hereby waive any and all claims which I may have against the Companies and the Agents and release the Companies and the Agents from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in the Activities **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by the Companies and/or the Agents. I release the Companies and the Agents from any and all liability for any loss, damage, expense or injury including death that I may suffer, resulting from either my use of or my presence at any sight associated with the Activities or through my participation in the 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 under the Occupiers Liability Act, R.S.B.C. 1996, c.337, on the part of the Companies. I understand that negligence includes failure on the part of the Companies to take reasonable steps to safeguard or protect me from any risks, dangers and hazards of the Property.
5. I appreciate that this Agreement limits the liability of the Agents to the same extent as it limits the liability of the Companies, even though the Agents are not formal parties to the Agreement.
6. I acknowledge and understand that the Companies are not responsible for any lost or stolen item of personal property belonging to myself or the minor child(ren) under my care while said property is at any facilities of the Companies including, but not limited to, parking lots, vehicles in parking lots, lockers, and portable rock climbing wall devices.
7. I agree to abide by all posted facility rules and staff instructions. I understand that failure to abide by facility rules may result in a suspension or termination of my privileges to use any facility owned or operated by the Companies.
8. I further agree to hold harmless and indemnify the Companies from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.
9. Should the Companies or anyone acting on their behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold the Companies harmless from all such fees and costs.
10. Any litigation involving the parties to this agreement shall be brought solely within the Province of British Columbia and shall be governed by the laws of British Columbia, Canada.
11. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

ONLY ONE PARTICIPANT IS ALLOWED PER AGREEMENT.

I AM 19 YEARS OF AGE OR OLDER,
AND I HAVE READ AND UNDERSTAND
“THE AGREEMENT”. I UNDERSTAND
THAT THIS DOCUMENT CONTAINS A
PROMISE NOT TO SUE “THE COMPANY”
AND/OR “THE AGENTS” AND THAT IT
CONSTITUTES A RELEASE OF LIABILITY
AND AN INDEMNITY FOR ALL CLAIMS.

Signature of Participant

Date

Witness Signature

Witness Name

IF I AM THE PARENT AND/ OR LEGAL
GUARDIAN OF THE PARTICIPANT, I HAVE
READ AND UNDERSTAND AND AGREE TO
EXECUTE “THE AGREEMENT” ON BEHALF
OF CHILD/ WARD, I HEREBY AGREE TO
INDEMNIFY AND SAVE HARMLESS THE
COMPANY AND AGENTS FOR ANY AND ALL
CLAIMS, BY OR ON BEHALF OF OUR SAID
CHILD IN RESPECT OF, OR ARISING OUT OF,
ANY NEGLIGENCE, BREACH OF CONTRACT,
BREACH OF STATUTORY DUTY OF CARE AS
IT RELATES TO ALL THE EVENTS ORGANIZED
BY “THE COMPANY” AND/OR “THE AGENTS”

Name of Child

Signature of parent/guardian