

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Waiver must be filled out in blue or black ink.

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

TO: **The City of Dawson Creek and The Kenn Borek Aquatic Centre** and their employees.

I _____ (**Adult climber, or parent/legal guardian**) 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 Company” and/or “the Agents” including, but not limited to Bouldering, Top Rope Climbing, Lead Climbing and any other activity occurring at The Kenn Borek Aquatic Centre but not mentioned above (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.
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 Company” and “the Agents” and Release “the Company” 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 Company” and/or “the Agents”.
5. I appreciate that “the Agreement” limits the liability of “the Agents” to the same extent as it limits the Liability of “The Company”, even though “the agents” are not formal parties to “the 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. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE “THE AGREEMENT” ON BEHALF OF CHILD/WARD.

WITNESS

SIGNATURE PARTICIPANT OR PARENT/GUARDIAN

DATE

PRINT NAME CLEARLY

PRINT NAME CLEARLY OF CHILD/WARD

DATE OF BIRTH OF CHILD/WARD

Personal Information: (Please Print Clearly)

Name of Climber: _____
Address: _____
City: _____ **Prov:** _____
Postal Code: _____ **M** **F**
Phone: _____ **Date of birth:** _____
E-mail: _____ **mm/dd/year**

I would like to receive updates and news of events for the climbing wall via email

Emergency Contact: Name: _____
Phone #: _____ **(h)**
_____ **(c)**
Relationship: _____

STAFF USE ONLY

Have you ever belayed before: **Yes** **No**
What belay device have you used?
 ATC **Gri-Gri** **Figure 8** **Other:** _____
Where did you learn how to belay?
 Our facility **Another facility** **A friend**
 Top Rope Test **Lead Test** **Staff:** _____
 Pass **Fail** **Conditional** **Date:** _____

Non-Belay Agreement:

- **There will be NO INSTRUCTING except by Kenn Borek Aquatic Centre staff.**
- **At NO TIME will the non-belayer manage any part of the safety systems.**
- **The non-belayer must abide by all the gym rules.**
- **The designated belayer will accept the responsibility of the safety of the non-belayer.**

Name of Belayer

Name of Non-belayer

Signature of Belayer

Signature of Non-belayer

Date

Date

NOTE: The above section is to be filled out if the patron's only intention is to climb and not to belay.