

Climbing Wall Waiver (Adult)

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

WARNING: By signing this document you will waive certain legal rights including the right to sue.

BLUE OR BLACK INK MUST BE USED WHEN FILLING OUT THE WAIVER

Name of Participant	Last Name:	First Name:	
	Phone Number:	Birth Date:	
Address	Street:		City:
	Province:	Country:	Postal Code:
Emergency Contact	Last Name:	First Name:	
	Relationship:	Phone Number:	

ASSUMPTION OF RISK

I am aware that participating in the activity of climbing/belaying/bouldering has many inherent risks, including but not limited to:

General:

- ➔ Theft, vandalism or loss of personal property
- ➔ Any manner of injury resulting from use, misuse, non-use and failure of any equipment including but not limited to ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing structure.

Climbing/Belaying/Bouldering:

- ➔ All manner of injury, including serious injuries such as fractures, spinal and brain injury
- ➔ All manner of injury resulting from falling and impacting against holds or the floor while using the climbing wall, resulting in collision with the floor and any protruding holds, ledges, edges, railing or any other permanent or temporary fixtures
- ➔ Rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rescue procedures and any other rope techniques
- ➔ Injuries resulting from falling climbers, dropped items such as ropes or climbing hardware, or reckless conduct of other participants
- ➔ Cuts and abrasions resulting from skin contact with climbing holds or wall

I acknowledge that Regional Recreation Corporation does not warranty any personal equipment or the negligent use of any personal equipment.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Regional Recreation Corporation allowing participation in the activity of climbing/belaying/bouldering, I agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the Regional Recreation Corporation, its employees, its members, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releases");
_____ (Initial)
2. **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, and waive all claims or causes of action of any kind whatsoever I may have as a result of my participation in the activity of climbing/belaying/bouldering due to any cause whatsoever excluding negligence on the part of the Releases.
_____ (Initial)
3. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the activity of climbing/belaying/bouldering; and
_____ (Initial)
4. This 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.
_____ (Initial)

In entering this agreement, I am not relying upon any oral or written representations or statements made by the Releasee(s) other than what is set forth in this Agreement.

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

Signed this _____ day of _____, 2 _____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS (non family member)

PRINTED NAME OF WITNESS (non family member)

This agreement must be completed in full, signed, dated and witnessed and paragraphs 1 through 4 initialed by the participant before the participant may participate in any of the activities.