



RELEASE AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (hereinafter referred to as the "Release Agreement"). BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN ANY CLIMBING WALL ACTIVITIES AT THE CUBE CLIMBING CENTRE.

TO: Kootenay Climbing Association (dba as "KCA" and/or the "Cube Climbing Centre") and their directors, officers, employees, agents, independent contractors, subcontractors, suppliers, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the Releasees").

DEFINITION:

In this Release Agreement the term "Climbing Wall Activities" shall include all activities, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: use of equipment (including ropes, harnesses, slings, anchor points, climbing holds, or any other equipment associated with or related to the Climbing Wall Facilities and/or instructional courses, programs and sessions); and other such activities, events and services in any way connected with or related to Climbing Wall Activities.

ASSUMPTION OF RISKS

I am aware that participating in Climbing Wall Activities involves many risks, dangers and hazards (INCLUDING THE RISK OF SEVERE OR FATAL INJURY TO MYSELF, MY CHILD 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/falling 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; concussions, internal injuries; negligence of other participants and other persons; equipment failure; failure to properly adjust or fasten equipment; improper use of equipment; over-exertion; fear of heights, failure to remain within designated areas; impact or collision other participants, instructors or guides; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CLIMBING WALL ACTIVITIES. 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** agreeing to my participation in Climbing Wall Activities and permitting my use of their services, equipment and 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 Climbing Wall 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, R.S.B.C. 1996. C. 337 ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE CLIMBING WALLACTIVITIES REFERRED TO ABOVE;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Climbing Wall 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 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 British Columbia and no other jurisdiction; and,
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In addition to the above, I understand and agree (**PLEASE INITIAL**):

- _____ To be bound by all of KCA's registration conditions;
- _____ To familiarize myself with KCA'S activity safety guidelines;
- _____ To inform KCA of medical conditions that might affect my participation;
- _____ That medical/dental or other costs arising from participation in Climbing Wall Activities are my responsibility; and

In entering into this Release Agreement for myself and/or my child I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Climbing Wall Activities, other than what is set forth in this Release Agreement. I confirm that I have read and understood the 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.

I acknowledge that if I and/or my child chooses not to wear a helmet or use proper climbing equipment while participating in Climbing Wall Activities then I am, and/or my child is, exposed to an increased risk of injury.

Dated this _____ day of _____, 20____.

Participant

Signature: _____ Last Name _____ First Name _____

Address _____


Signature of Witness: _____ Name of Witness: _____

TO BE COMPLETED BY PARENT/GUARDIAN OF APPLICANTS UNDER THE AGE OF NINETEEN (19).

I am the parent or guardian of the applicant. I acknowledge that both I and the applicant have read the Release Agreement and agree to the Assumption of Risks and the Release of Liability, Waiver of Claims and Indemnity Agreement as referred to above.

Parent/Guardian Signature: _____ Parent/Guardian Name: _____

Signature of Witness: _____ Name of Witness: _____

OFFICE USE ONLY:	MEMBER BARCODE	 1001
-------------------------	-----------------------	--