

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

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

PLEASE READ CAREFULLY

INITIAL OF PARTICIPANT OR
GUARDIAN IF UNDER 19

Name	Last	First	Initial	
Address	Street			
	City	Prov/State	Country	Code
Date of Birth	Year	Month	Day	Age
Telephone	Home		Office	
			Mobile	

TO: **DISTRICT OF MACKENZIE**; and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

HEIGHT-RELATED AND CLIMBING ACTIVITIES

In this Release Agreement, the term "height-related and climbing activities" shall include but is not limited to: bouldering, climbing, belaying and rappelling, rope ascending, edge-safety, using auto-belays, route-setting, climbing wall maintenance, or any related work, practice, training or team building activities (e.g., slack-lining), physical fitness training and recreational games, and anything incidental or related to any of the foregoing including transportation to, accessing and using any related facilities in any way.

In this Release Agreement, the term "**Negligence**" includes the failure by the Releasees to use such care as a reasonably prudent and careful instructor would use under similar circumstances or breach of any other duty of care imposed by law.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH HEIGHT-RELATED AND 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.

NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

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ASSUMPTION OF RISKS – HEIGHT-RELATED AND CLIMBING ACTIVITIES

- (a) I fully understand that this Agreement describes some of the risks, hazards, dangers and potential consequences of the height-related and climbing activities including, but not limited to the following: i) Participants must make judgements and decisions as they participate in height-related and climbing activities, and District staff must make judgements and decisions regarding climbing activities as they instruct or assist Participants. These judgements and decisions are, by their nature, imprecise and subject to error. Judgements and decisions will be made in an environment that includes some routes that are designed to be challenging even to very capable and experienced climbers. Among other risks, there is the risk that the Participant or a staff member may misjudge the Participants abilities or fitness level; ii) Equipment (including, but not limited to, artificial climbing walls, holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware, whether the Participant's personal equipment or equipment rented or borrowed from the District, may break, malfunction or be misused. The District makes no warranties regarding any such equipment; and iii) the Participant or others may act carelessly or recklessly or generally fail to exercise care (e.g., by failing to clip into the auto-belay device before climbing or by clipping the auto-belayed device into the wrong part of the harness or into something other than a real harness). These and other risks, hazards and dangers may result in the Participant falling to the floor or ground, becoming entangled in ropes or other equipment or hitting artificial climbing walls, holds, anchor points or other objects or people. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.
- (b) I also fully understand that any instruction, training, orientation or other information or assistance provided by the District cannot eliminate such risks. In both supervised and unsupervised climbing activities, I acknowledge that I am responsible for my own safety and that if I am a Parent/Guardian, I am responsible for the safety of the Minor Participant.
- (c) Therefore, I knowingly and voluntarily assume all risks, both known and unknown, relating to the height-related and climbing activities and I accept full responsibility for those risks identified here and for those risks not identified and for injury, damage, death or other loss suffered by me and, if I am a Parent/Guardian, by the Minor Participant, resulting from those risks or resulting from my own or their own negligence or other conduct.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in height-related and climbing activities as defined in this Release Agreement, 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 height-related and climbing 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION 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 THE ACTIVITES REFERRED TO ABOVE;**
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in climbing and height-related activities;
3. This Release Agreement shall be effective and binding upon 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 where the height-related and climbing activities take 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 height-related and climbing activities take place and shall be within the exclusive jurisdiction of the Courts of that province.

By 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 height-related and climbing activities, 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.

Name of Witness
Witness Signature
Date

Name of Participant
Signature of Participant or Legal Guardian if under 19
Date

MEDICAL INFORMATION FORM

Name	Last		First		Initial
Date of Birth	Year	Month	Day	Age	

Emergency Contact

Name			Relationship
Telephone	Home	Office	Mobile

Medical Information

Allergies		
Medications		
Medical Conditions		
Family Doctor		Phone
Medical Insurance Number and Carrier		
Is there any other health or medical conditions		