



OPPORTUNITY CHANGES EVERYTHING

**ACKNOWLEDGMENT OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

CHILDS'S NAME: \_\_\_\_\_ (the "Child")

CHILD'S AGE: \_\_\_\_\_

ACTIVITY: Climbing Wall (the "Activities")

To: **THE BOYS AND GIRLS CLUB OF BRANTFORD** (the "Club")

**PLEASE READ CAREFULLY**

I am not aware of any health or medical conditions the Child may have that would suggest to me that the Child should not be a participant in the Activities operated or provided by the Club. I have not been advised that the Child should not participate by a qualified health care provider, or otherwise.

I understand that there are risks of harm, serious injury or death to the Child associated or related to the Child's participation in the Activity in which I have requested the Child be permitted to participate, including, but not limited to, the indoor rock climbing and the Club's gym facilities, which risks include but are not limited to: falling, mechanical failure of the equipment; collisions with other equipment or structures, persons, walls, the floor, the climbing holds, or exposed or hidden structural supports or beams; rope abrasion; injuries resulting from falling climbers or fallen items; failure of equipment or any part of the climbing wall; the proximity of medical care which may or may not be readily available; the failure to act safely or misuse of the equipment; negligence of other climbers and or other persons. I understand that this form shall bind me and apply to the Activity.

In consideration of the Child being permitted to participate in the Activity, on behalf of both the Child and myself (including my trustees, administrators, heirs, next of kin, successors and assigns), **I AGREE TO WAIVE ANY AND ALL CLAIMS** that I or the Child have or may have in the future against the Club, and its members, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (collectively, the "Releasees") and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that the Child may sustain howsoever caused or arising from, or related to, directly or indirectly, disability, personal injury, property damage or property theft, and any other claims for damages that the Child or I may have now or in the future related directly or indirectly to the Child's participation in the Activities. **I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ALL AND ALL LIABILITY** for any damage to the property of, or personal injury to, or any third party resulting from the Child's participation in the Activities and the use of the Facilities.

I understand that this form will be used against me in any proceeding in which I make any claim of any kind against the Releasees, on my own or on behalf of, or as a representative of, the Child.

I represent and warrant that I am the parent, natural guardian and/or legal guardian of the Child, who is a minor, and who is also seeking permission to participate in the Activities at my request and in such a capacity on my behalf and on the behalf of the minor participant, the Child, I irrevocably agree to the terms and conditions set out above.

I acknowledge that I have been advised to seek independent legal advice, despite being advised, I voluntarily elect to sign this form.

**I HAVE CAREFULLY READ THE ENTIRE AGREEMENT AND FULLY UNDERSTAND IT. I AM AWARE THAT BY SIGNING THE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS AND AM SIGNING ON MY OWN FREE WILL.**

\_\_\_\_\_  
Parent / Guardian's signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Parent / Guardian's signature

Date: \_\_\_\_\_