



OPPORTUNITY CHANGES EVERYTHING

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

PARTICIPANT'S NAME: _____ **PARTICIPANT'S AGE:** _____

DATE OF BIRTH: _____

PARTICIPANT'S ADDRESS: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY PHONE: _____

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

I am aware of the risks, harm, serious injury or death associated or related to indoor rock climbing and the Club's gym facilities, belay equipment, ropes, harness, climbing shoes, bouldering areas, bouldering cave, top-rope climbs, lead climbing routes, slacklines, lockers, washrooms, change rooms, running track, recreational areas, classrooms and any other facilities in the gym or the parking facilities located outside the gym (collectively, the "Facilities"), which risks include but are not limited to: falling, mechanical failure of the equipment; loss of balance or control; variable and difficult climbing conditions; collisions with walls, the floor, the climbing holds, or exposed or hidden structural supports or beams; rope abrasion or entanglement; injuries resulting from falling climbers or fallen items; failure of ropes, slings, climbing holds, anchor points, or any part of the climbing wall; collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other climbers and or other persons; and negligence on the part of the Club or its staff; which I have requested to participate in. I understand that this form shall bind me and apply to all the Activities and other activities and programs operated by the Club in which I may participate.

In consideration of the use the Facilities, **I AGREE TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against the Club, and its shareholders, 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 I may have now or in the future related directly or indirectly to the my 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 my participation in the Activities and the use of the Facilities.

I agree that this Agreement shall be effective and bind on my heirs, next of kin, executors, administrators, assigns and representatives in the vent of my death or incapacity, and that this Agreement shall be governed by and interpreted solely by the laws of the Province of Ontario, with any litigation with respect hereto to be brought solely within the exclusive jurisdiction of the courts of the Province of Ontario.

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 myself by my representative.

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

I agree to abide by the following rules while using the Facilities:

1. I understand that my climbing privileges will be revoked in the event that I engage in any activity deemed unsafe by the Club.
2. I will immediately report any defective equipment, unsafe situations or accidents that I become aware of.
3. I will not consume any alcohol or other substances that may impair my sense, balance or judgement prior to or during the time I will be using the Facilities.
4. I will not hold the Club responsible for any lost or stolen personal belongings.
5. I acknowledge that I have been given the choice to wear protective head-gear (helmut) while participating in this Activity and freely have choosen to:
 - Wear protective head-gear (Helmut)
 - NOT wear protective head-gear (Helmut) – I am aware of the risks associated with not wearing protective head-gear and assume all responsibility associated with that decision

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

Participant's Signature

Date: