

Parkgate Community Centre Indoor Climbing Wall

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO
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PLEASE READ CAREFULLY!

Initial

PLEASE PRINT PARTICIPANTS NAME

Name:
Address:

To: **Parkgate Community Centre**
(Hereinafter referred to as Parkgate)

And To: **North Vancouver Recreation Commission**
(Hereinafter referred to as North Van. Rec.)

Definitions: (If you do not understand these terms please ask or do not sign this document)

In this agreement:

- The term “**climbing**” shall refer to “**indoor artificial wall climbing**”, “**bouldering**”, and including but not limited to any activities taking place on the climbing wall.
- The term “**injury**” shall refer to all forms of physical, mental, and emotional injury in any way related to climbing including but not limited to death, breaks, strains, lacerations, dislocations, amputations, trauma, anxiety, phobias, and fears.
- The term “**course**” shall refer to all activities related to taking a belay instruction course, a kids climbing camp course, or climbing.
- The term “**other activities**” shall refer to all activities taking place while under the care of Parkgate Community Centre. This includes but is not limited to basketball, hockey, tag, and other games played while in a climbing course.

ASSUMPTION OF RISKS – INDOOR ARTIFICIAL WALL CLIMBING, BOULDERING, ACTIVITIES TAKING PLACE ON THE CLIMBING WALL, AND ALL OTHER ACTIVITIES.

I am aware that climbing has inherent dangers and risks, which include but are not limited to:

- All manner of injury resulting from falling while roped or unroped, while using Parkgate facilities, the climbing walls and impacting against the floor, holds, ledges, edges, other climbers, and/or permanent or temporary fixtures.
- Rope abrasion, entanglement, and other injuries resulting from activities on or near the climbing wall such as climbing, belaying, rappelling, lowering on a rope, rescue systems, and other rope techniques.
- Injuries resulting from falling climbers or falling objects (dropped by other persons using the climbing walls, or detaching from the wall, roof, and/or supporting structure) such as ropes, climbing hardware, modular holds and their parts, anchors, harnesses, helmets, and so forth.
- Cuts and abrasions resulting from contact with the climbing wall, fixtures, and climbing panels.
- Failure of the ropes, knots, slings, harnesses, climbing equipment, anchor points, and/or any part of the climbing structure.
- Failure of the belayer to protect against a fall.

And, I do hereby further acknowledge and agree that:

- That the course I am participating in requires a high degree of physical and mental fitness and that it is my responsibility to make the Parkgate staff aware of any and all limitations the participant has.
- That I consent to receive first aid and medical treatment by the Parkgate staff in the event of an accident, injury, or illness while under the care of Parkgate.

I acknowledge and accept that Parkgate and their staff, contractors, and board members may fail to predict whether facilities used are safe for climbing or whether an accident may occur. I also acknowledge and accept that the risks include but are not limited to those above and the failure to climb safely within ones ability or within designated areas, human error, failure to forecast or recognize a hazardous situation, negligence of other climbers or rescuers. I also acknowledge and accept **NEGLIGENCE ON THE PART OF OTHER PARTICIPANTS, NORTH VAN. REC., PARKGATE, THEIR STAFF, EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF THOSE LISTED TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS AND HAZARDOUS OF CLIMBING.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH CLIMBING 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.

Initial

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NOTICE TO CLIMBERS WHO CHOOSE NOT TO WEAR A HELMET – Increased risks

I am aware that not wearing a helmet will severely increase my risk of injury.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In the consideration of Parkgate, North Van. Rec. and their staff, employees, board members, and contractors allowing me to participate in climbing and other activities I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Parkgate, North Van. Rec. and their board members, employees, staff, contractors, agents, successors, and assignees (all of whom are referred to hereinafter as “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 or guardian may as a result of my participation in climbing and other activities, **DUE TO ANY CAUSE WHATSOEVER INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND/OR BREACH OF STANDARD OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF CLIMBING AND PARTICIPATING IN OTHER ACTIVITIES.**

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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 other activities.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, evacuation, and litigation resulting from my participation in climbing and other activities.
4. THAT THIS AGREEMENT SHALL BE BINDING upon my heirs, next of kin, executors, administrators, assignees, representatives, and guardians, in the event of my death or incapacity.
5. THAT THIS AGREEMENT AND ANY RIGHTS, DUTIES, AND OBLIGATIONS as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and
6. ANY LITIGATION INVOLVING THE PARTIES to this 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.

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In entering this agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of climbing or other activities other than what is set forth in this agreement.

I CONFIRM THAT I HAVE MADE ANY AND ALL OF MY MEDICAL CONDITIONS KNOWN TO THE PARKGATE STAFF AND ESPECIALLY BROUGHT ATTENTION TO THOSE CONDITIONS THAT WOULD PREVENT ME FROM CLIMBING OR INCREASE THE RISKS, HAZARDS, AND DANGERS.

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I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I, OR MY LEGAL GUARDIAN, HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I, OR MY LEGAL GUARDIAN, AM AWARE THAT BY SIGNING THIS AGREEMENT I, OR MY LEGAL GUARDIAN, AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNEES, REPRESENTATIVES, AND GUARDIANS MAY HAVE AGAINST THE RELEASEES.

I HAVE READ AND UNDERSTOOD AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS AS SET OUT ABOVE.

DATE

Signature of Participant

Witness Signature

Print Participants Name

Print Witness Name

DATE

Signature of parent or Legal
Guardian if under 19 years of
age

Witness Signature

Print name of parent or Legal
Guardian

Print Witness Name