



Corporation of the Village of Cumberland

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Year:

INDOOR CLIMBING WALL – FOR ADULTS RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT (referred to as the “Release Agreement”)

PLEASE READ CAREFULLY!
This is a legally binding agreement.

By signing this Release Agreement you agree that you have read the entire form and that you give up your right to sue or claim compensation following an accident.

Participant Last Name: _____ First Name: _____
Address: _____
Telephone: _____ Date of Birth: _____

TO: The Corporation of the Village of Cumberland, its elected officials, officers, employees, volunteers and agents (the “Releasees”).

DEFINITION: In this Release Agreement the term "Climbing Activities" includes any and all use of the indoor climbing wall, whether for climbing, bouldering or otherwise, as well as all climbing and bouldering activities, programs, drop-ins, events and services that are provided, arranged, organized, conducted, sponsored or authorized by the Releasees, and includes, but is not limited to: use of any and all of the Releasees' facilities and equipment; orientation and instructional courses and sessions; and other such activities, events, services and facilities in any way connected with or related to any of the foregoing.

In consideration of the Releasees agreeing to my participation in the Climbing 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 acknowledge and agree as follows:

1. That the Releasees make no representations regarding the safety of the Climbing Activities or regarding whether the Climbing Activities are appropriate for me to undertake.
2. I understand that Climbing Activities are inherently risky activities that include known and unknown dangers. I have full knowledge of the nature and extent of all risks associated with Climbing Activities, including but not limited to:
 - a. All manner of injury resulting from falling off the climbing wall and impacting against the wall or ground or other persons.
 - b. Injuries resulting from slips, trips, falls or the falls of other persons into me while observing others engaging in Climbing Activities.
 - c. Injuries resulting from being dropped to the ground while engaging in Climbing Activities.

- d. Failure of rope, slings, harness, climbing or belaying hardware, anchor points or any part of the climbing wall structure.
 - e. Negligence of belayers, other participants, third parties or the Releasees.
3. I acknowledge that the above list is not inclusive of all possible risks associated with Climbing Activities and I agree that said list in no way limits the extent or reach of this Release Agreement. 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.
 4. I HEREBY WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND I RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, or injury, including death, that I or any other person may suffer, as a result of or in connection with my participation in the Climbing Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY OR OTHER DUTY OF CARE (INCLUDING BREACH OF DUTY ARISING FROM THE *OCCUPIERS LIABILITY ACT*) ON THE PART OF THE RELEASEES, AND ALSO 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 ACTIVITIES.
 5. Excepting only the sole negligence of the Releasees, I HEREBY AGREE TO INDEMNIFY and HOLD HARMLESS the Releasees from ANY AND ALL LIABILITY for claims, judgments, costs and expenses of any kind whatsoever that may in any way accrue against the Releasees as a result of my participation in the Climbing Activities.

I declare that I have read, understand and agree to this Release Agreement.

Participant Signature

WITNESS SIGNATURE AND CONTACT INFORMATION:

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| <p>Declared before me at the Village of Cumberland, BC this ____ day of _____ 20 ____</p> <p>_____</p> <p>Witness Signature</p> | <p>Witness Name: _____</p> <p>Witness Address: _____</p> <p>_____</p> <p>Witness Phone: _____</p> |
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