

**PERMISSION, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT FOR MINOR CHILDREN**

TO: SPIRIT ROCK CLIMBING CENTER LIMITED, City of Kimberley and the Kimberley Community Development Society, and including all of their principals, servants, agents, contractors, directors, officers, guides, invitees, volunteers, customers and employees and including the owners of any property adjacent to property owned by them (herein collectively referred to as the "Releasees").

First Parent/Guardian's Full Name: _____ Daytime Contact # _____ Evening Contact # _____	Second Parent/Guardian's Full Name: _____ Daytime Contact # _____ Evening Contact # _____
Child's Full Name: _____	Child's Date of Birth (dd/mm/yyyy): _____
Address: Street _____ _____ City _____ Province/State _____ Postal Code _____ Country _____ email: _____	

In this agreement, "Climbing Activities" shall include all activities at or near the Spirit Rock Climbing Gym in Kimberley, B.C. or other activities facilitated by the Releasees regardless of location, including, without limitation, indoor and outdoor wall or rock climbing or any associated activities, including belaying, rappelling, bouldering, route setting, box-climbing, swinging, multi-pitch climbing, top rope climbing, using the indoor stairwell, lead climbing, use of any climbing equipment, slack lining, free climbing, bungee jumping, teaching, competitions and all schooling and instructional sessions.

PERMISSION TO ENGAGE IN CLIMBING ACTIVITIES: I/we hereby give permission for my/our child to engage in Climbing Activities. I/we acknowledge and agree that the Releasees will not be responsible for supervising my/our child while engaging in Climbing Activities. I/we have either made arrangements for suitable supervision of my/our child while engaging in Climbing Activities or acknowledge and accept that my/our child will be engaging in Climbing Activities unsupervised.

UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS: I/we understand and acknowledge that Climbing Activities involve many risks, dangers, and hazards in addition to those normally associated with climbing, including, without limitation, property damage, personal injury or death due to rope abrasion, entanglement, falling, falling objects and/or equipment, equipment failure (including, without limitation, ropes, harnesses, carabiners, quick draws and bolt hangers), climbing wall anchor failure, colliding with climbing wall, climbing wall features, floor, mats or other persons, improper or negligent supervision, instruction, climbing or belaying techniques; **and the failure to engage in Climbing Activities safely or within one's ability or as instructed, lapses in attention, acts or omissions of other clients of the Releasees, acts or omissions and including what may be considered to be negligence by the Releasees including but not limited to the failure on the part of the Releasees to warn, safeguard or protect my/our child from the risks, dangers, and hazards of Climbing Activities.**

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE: My/our child is in sound physical and mental condition and is able to take part in Climbing Activities, and can make informed, objective decisions. My/our child is completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if not covered I/we will personally pay for all such costs which may be incurred.

CONSENT FOR MEDICAL TREATMENT: I/we hereby authorize the Releasees to consent to any medical treatment for my/our child in the event of an emergency, however acknowledge and agree that the Releasees are not under any obligation to do so.

ACCEPTANCE AND ASSUMPTION OF RISK: I/we am/are aware of the risks, dangers and hazards of Climbing Activities and totally accept all risks and responsibility for damages which my/our child may incur, including those listed above as well as those associated with the activities set out above but not foreseeable which may result in damages to my/our child, his/her property, or others or their property, including injury and death.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of allowing my/our child to engage in Climbing Activities and for the services provided by the Releasees and/or the use of the facilities of the Releasees and because of my/our acknowledgment and acceptance of personal responsibility on behalf of my/our child, and acceptance and assumption of risk, **I/we acknowledge and agree that the Releasees are relying upon all of the statements I/we have made above, and I/we further agree, on my/our own behalf, and on behalf of my/our personal representatives, heirs, successors and assigns, that:**

1. I/WE HEREBY FOREVER RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS OR ACTIONS IN RESPECT OF LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, PAIN AND SUFFERING, OR INJURY INCLUDING DEATH WHICH MY/OUR CHILD MAY SUFFER WHICH ARISE FROM, DIRECTLY OR INDIRECTLY, OR ARE IN ANY WAY CONNECTED WITH THE CLIMBING ACTIVITIES OR TO BEING PRESENT AT THE FACILITIES OF THE RELEASEES OR BEING INVOLVED IN ANY ACTIVITY SPONSORED OR FACILITATED BY THE RELEASEES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY ACT OR OMISSION OR NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE BY THE RELEASEES, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT (BRITISH COLUMBIA) INCLUDING FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT FROM THE RISKS, DANGERS, AND HAZARDS OF CLIMBING ACTIVITIES.

2. I/we hold harmless and indemnify the releasees from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which my/our child may cause to any individual or party in the course of my/our child's participation in any activity, for any reason.
3. I/we agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to my/our child or his/her property arising from or in any way connected with my/our child's participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me/us or my/our child by others.
4. This agreement shall be effective and binding upon me, my estate, my/our legal representatives, and my/our next of kin as the case may be, for any and all injury, disease, illness, death, and damage.
5. 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 law of British Columbia and no other jurisdiction.
6. Any litigation involving parties to this agreement shall be brought solely within British Columbia and shall be in the exclusive jurisdiction of the courts of British Columbia.

Acknowledgment and Acceptance of the Effect of this Agreement: I/we have read and understand this Agreement and accept that by signing this document I/we have given up certain legal rights which I/we or my/our heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this agreement I/we am/are not relying upon any oral or written representations or statements made by the Releasees other than those set forth in writing in this Agreement.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 20_____.

SIGNATURE OF FIRST PARENT/GUARDIAN	WITNESS SIGNATURE	WITNESS NAME (PRINT CLEARLY)
SIGNATURE OF SECOND PARENT/GUARDIAN	WITNESS SIGNATURE	WITNESS NAME (PRINT CLEARLY)