

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

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE.**

**READ CAREFULLY!!**

**Initial here to indicate you understand this statement**

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").

<b>Name:</b>	last middle	first	<b>Date of Birth (dd/mm/yyyy):</b>
<b>Address:</b>	Street	Phone (Please circle Home or Cell):	
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.

**UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS:** I 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 my own 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 me from the risks, dangers, and hazards of Climbing Activities.** I am also aware that Climbing Activities are being carried out unsupervised.

**STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE:** I am 19 years of age or older, in sound physical and mental condition and am able to take part in Climbing Activities, and can make informed, objective decisions. I am 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 can and will personally pay for all such costs which I may incur.

**AGREEMENT TO CARE FOR MINORS:** I agree that I am solely responsible for the care and supervision of the minor child \_\_\_\_\_ (the "Minor") whose date of birth is \_\_\_\_\_, and that I will indemnify and hold harmless the Releasees from any liability for harm suffered by the Minor while engaging in Climbing Activities.

**INITIAL or N/A**

**ACCEPTANCE AND ASSUMPTION OF RISK:** I am aware of the risks, dangers and hazards of Climbing Activities and totally accept all risks and responsibility for damages which I 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 myself, my property, or others or their property, including injury and death.

**ACCEPTANCE OF PERSONAL RESPONSIBILITY:** If I do not completely understand the use of any equipment or the application of any technique or in the completion of any procedure that I am about to engage in or if I do not have sufficient knowledge of the hazards, I acknowledge that it is solely my responsibility to obtain such information and the Releasees are not under any obligation to assist me in this regard.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the services provided to me by the Releasees and/or the use of the facilities of the Releasees and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, **I acknowledge and agree that the Releasees are relying upon all of the statements I have made above, and I further agree as follows:**

**1. I WAIVE ANY AND ALL CLAIMS** that I have or in the future may have against the Releasees **AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities of the Releasees, (ii) my use of any equipment provided by the Releasees, (iii) participation in the Climbing Activities or other activities arranged in whole or in part by the Releasees, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT (British Columbia) INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF CLIMBING ACTIVITIES.**

2. I 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 I may cause to any individual or party in the course of my participation in any activity, for any reason.
3. I agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to myself and my property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me by others.
4. This agreement shall be effective and binding upon me, my estate, my legal representatives, and my 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 have read and understand this Agreement and accept that by signing this document I have given up certain legal rights which I or my heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this agreement I am 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 HAVE HAD SUFFICIENT OPPORTUNITY TO READ AND HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT.**

**SIGNED, SEALED AND DELIVERED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.**

SIGNATURE	WITNESS SIGNATURE (SPIRIT ROCK STAFF ONLY)
PRINT NAME CLEARLY	WITNESS NAME