



**WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS AND GYM APPLICATION**

Name: \_\_\_\_\_ Birthday (mm/dd/yy) \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

**IMPORTANT: THIS IS A LEGAL DOCUMENT, BY SIGNING THIS YOU GIVE UP ALL LEGAL RIGHTS TO SUE.**

In consideration of my being permitted by **On The Rocks Climbing Gyms 2008 Ltd.** (hereafter referred to as **On The Rocks**) to climb in its facility, I agree to the following waiver and release. I understand that participation in the sport of rock climbing and the use of an indoor climbing wall includes certain dangers and risks, some of which include:

- injury sustained in a fall and hitting the wall, projections (permanent or temporary in place), or the floor (including any object or objects resting on the floor)
- injuries resulting from rope management error and normal rope activity on the premises (including abrasion, entanglement, belaying, rappelling and lowering, and rescue scenarios)
- injury due to falling climbers or objects
- cuts and abrasions resulting from bodily contact with the climbing wall
- failure of harnesses, ropes, slings, carabineers or any other hardware or part of the climbing systems and structures at any of the above mentioned climbing facility.

I further acknowledge that the previous list is not inclusive of all possible risks associated with the use of the **On The Rocks** facilities, including the climbing wall, and that previous list in no way limits the extent or reach of this waiver. I for my myself, my heirs, executors, administrators, or anyone else who may claim on my behalf, covenant not to sue, and waive, release, and discharge **On The Rocks** and its officers, employees, instructors, agents, or representatives (hereafter referred to as its "staff") from any and all claims or liability for personal injury, death, damage to property or loss of any kind of whatsoever nature or kind and howsoever caused, whether arising by reason of the negligence of **On The Rocks** or its "staff" or otherwise. In consideration of my use of the **On The Rocks** facilities, I further hereby agree to hold harmless and indemnify **On The Rocks** and its "staff" for any and all actions, claims, demands, losses, or costs of any nature to any third party resulting from my use of or presence in the **On The Rocks** facilities. I hereby warrant that I am in good health and know of no medical reason that would preclude my safe use of the **On The Rocks** facilities. I understand that part of the enjoyment and excitement of using an indoor climbing wall is derived in part from engaging in an inherently risky activity for which I bear all responsibility for the results of my actions. In entering into this contract, I am not relying on any oral, written or visual representations or statements made by **On The Rocks** or its "staff", including those in any brochures or printed literature, to induce me to use the facilities. I confirm that I am of the full **age of 19** (nineteen) years and that I have read and understand this agreement prior to signing it, and agree that this agreement will be binding upon my heirs, next of kin, executors, administrators, and successors. I agree that this agreement shall be governed by the laws of British Columbia, Canada.

In witness whereof, this agreement is duly executed at the premise of **On The Rocks Climbing Gym 2008 Ltd**, 1980-B North Island Highway, Campbell River. B.C.

<b>Name (Print) of Climber or Parent/Guardian (if under 19 yrs)</b>	<b>Date</b>
X _____	X _____

**If Climber is under 19 years of age they must have the consent of a Parent or Guardian below:**

<b>Signature of Climber or Parent/Guardian (if under 19 yrs)</b>	<b>Witness Signature</b>
X _____	X _____