



THE UNIVERSITY OF LETHBRIDGE ASCENT CLIMBING CENTRE

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

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY

Participant Name (Please Print): _____ Date of Birth (D/M/Y): _____

Mailing Address: _____ Home Phone #: _____

Emergency Contact Name: _____ Home Phone #: _____

ASSUMPTION OF RISKS:

I am aware that the indoor sport climbing (hereinafter called the “Activity”) involves inherent risks, dangers and hazards including but not limited to the following: all manner of injury including death, resulting from falling off or from the area involved in climbing and/or impacting any horizontal or vertical surfaces, people or rope projections, whether permanently or temporarily in place, failure or improper use of the ropes, failure of any part of the climbing wall, anchor systems, attachment points, rope abrasions, cuts, entanglements and other injuries resulting from the activity. 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. I further acknowledge that helmets are available at the Climbing Centre and that wearing a helmet may reduce the risk of serious injury or death.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMINITY AGREEMENT:

In consideration of the use of the indoor sport climbing facilities and equipment at the University of Lethbridge, and acknowledging to abide by the posted Rules & Regulations of the Climbing Centre, **I hereby agree as follows:**

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against The University of Lethbridge Ascent Climbing Centre, The University of Lethbridge, its Board of Governors, directors, officers, employees, and representatives (all of whom are hereinafter collectively referred to as “The Releasees);

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my Participation in the Activity, 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 OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES. It is my responsibility to ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection for my personal possessions;

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injuries to, myself or any third party, resulting from my participation, or the participation of my child or legal charge, as appropriate, in the Activity;

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. (Participants under 18 years of age must have a parent or legal guardian sign this document.)

Participant Name & Signature

Date

Witness Name & Signature

Date

Name & Signature of parent or legal guardian if Participant is under 18 years of age

Date

Parents or legal guardians will assume personal liability for claims of their child or legal charge by completing this Agreement. Parents or legal guardians agree to hold the Releasees harmless from the claims of their child.

This Agreement must be completed in full, signed, dated, witnessed and initialed before participant may begin program.