



**PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT!**

**WARNING:** By signing this form you relinquish your right to bring court action to be compensated for any loss to yourself as well as the right of your personal representative to compensation for the death of the person that signs this agreement.

**CALGARY CLIMBING CENTRE CHINOOK • CALGARY CLIMBING CENTRE STRONGHOLD**

#6 - 7130 Fisher Rd SE, Calgary, AB T2H 0W3, 403-252-6778, Fax 403-252-6799

140 15th Ave. NW Calgary, AB T2M 0G6, 403-276-6484, Fax 403-276-1393

**RELEASE OF CLAIMS/WAIVER OF LIABILITY**

**SECTION A** Initials of participant OR parent if under 18 are required.

**WARNING:** BY SIGNING THIS AGREEMENT YOU, AND YOUR PERSONAL REPRESENTATIVE GIVE UP YOUR RIGHT TO SUE TO RECOVER COMPENSATION FOR ANY ACCIDENT INJURY, LOSS OR DEATH TO YOURSELF OR ANY DAMAGE/LOSS TO YOUR PROPERTY ARISING OUT OF YOUR USE OF THE CLIMBING WALLS, EQUIPMENT, OR ANY OF THE FACILITIES (CHINOOK OR STRONGHOLD) OF THE CALGARY CLIMBING CENTRE.

INITIAL HERE



[Empty box for initials]

Initials

I/we hereby acknowledge and agree that while I/we am/are participating in the activities or programs involving the use of any facility, the climbing walls and climbing equipment at any Calgary Climbing Centre location that:

I/We am/are aware that the sport of indoor rock climbing has inherent risks and I/we have full knowledge of the nature and extent of the risks associated with rock climbing, particulars of which include but are not limited to:

- a) all manner of injury resulting from falling while using the climbing walls and impacting against climbing wall faces, protruding ledges, wall supports, collision with any floor or padded flooring, or any other permanent or temporary fixture, or other persons;
- b) rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling and other rope techniques;
- c) injuries resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers;
- d) cuts and abrasions resulting from skin contact with climbing panels; and
- e) failure of ropes, slings, harnesses, climbing equipment, anchor points or any part of the climbing structure.

I/we acknowledge that choosing not to wear a helmet exposes me, as a participant in climbing activities, to increased risks, including, but not limited to, head and brain injuries, facial and eye injuries (including blindness), and death.

I/we will belay only when knowledgeable and experienced and certified by the Calgary Climbing Centre at belaying. I/we will not lead climb or belay lead climbers until certified by the Calgary Climbing Centre. I acknowledge and agree that certification by the Calgary Climbing Center does not in any way absolve me from any responsibility or liability that I have as a belayer.

I/we will assume full responsibility for my choice of belayers. I/we will be responsible for poor judgment for any ill chosen belayer.

INITIAL HERE



[Empty box for initials]

Initials

I/we understand clearly that by signing this release and waiver, I/we am giving up my right to sue and I/we, my/our heirs, executors, assigns and personal representatives, will be forever prevented from suing or making any claim against the CALGARY CLIMBING CENTRE and all its affiliates, its members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/owner of the building, or anyone or more of them. I agree that I have fully read and understand the rules of the facility, and will abide by these rules, as well as others posted throughout the gym.

**RELEASE OF CLAIMS AND WAIVER OF LIABILITY**

In consideration of the use of the climbing walls, equipment and facilities of the Calgary Climbing Centre, I/we hereby release, waive and discharge The Calgary Climbing Centre of all liability for any and all injury, loss to, or death of myself and/or any and all damage or loss to my property, arising from any cause whatsoever, including any negligence or breach of duty of care of the Calgary Climbing Centre, or any negligence or breach of duty of care arising from the Occupier's Liability Act RSA 1980 c.0-3.

INITIAL HERE



[Empty box for initials]

Initials

I/we have full knowledge of the nature and extent of the risks involved in using the facilities at the Calgary Climbing Centre, I/we am voluntarily assuming the risks involved and in so doing I/we fully understand that I will be solely responsible for any loss or damage I sustain, including loss or damage caused by injury to my person or property or by my death howsoever caused and notwithstanding that same may have been caused or contributed to by the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by the Calgary Climbing Centre or that I have been certified by the Calgary Climbing Centre.

This Agreement shall be binding on my heirs, executors, administrators, assigns, and personal representatives.

I/we am/are executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of the Calgary Climbing Centre. I acknowledge having read this entire agreement and the appropriate sections prior to signing it.

Intending to be legally bound I have signed this **RELEASE OF CLAIMS/WAIVER OF LIABILITY** this \_\_\_ day of \_\_\_, 20\_\_.

Do you know how to safely belay (circle)? **YES** **NO** ← **CIRCLE ONE**

If yes circle: **Top Rope Belay** or **Lead Belay**



**DATE HERE**

Climber's Last Name _____	Cell (     ) _____
Climber's First Name _____	Home (     ) _____
Address _____	Email _____
City _____	<input type="checkbox"/> Please inform me of upcoming events and promotions
Province _____ Postal Code _____	Birth date day ____/ month ____/ year _____
Climber's Signature _____	Witness Signature _____
	Witness (printed) _____

**SECTION B To be completed by PARENT or LEGAL GUARDIAN for under 18 participants**

Participants under 18 years of age must have parent or legal guardian read to the minor Section A and complete this section:

I/We, being the parents/legal guardian or guardian of \_\_\_\_\_, hereby agree to the following:  
Child's name

INITIAL HERE

Parents Initials

- 1) I/We clearly understand that by signing this INDEMNITY and RELEASE I/We are agreeing to indemnify, release and/or totally compensate the Calgary Climbing Centre and all its affiliates, it members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/owner of the building (hereinafter called the "Calgary Climbing Centre") from and against all actions, lawsuits, damages, claims, demands, or financial or other loss arising from items which may arise as a result of the minor participating at or on the Calgary Climbing Centre, including, without limitation, use of the wall climbing facilities and equipment;
- 2) I/We hereby acknowledge and agree that while the minor is participating in the activities or programs involving the use of the climbing walls and climbing equipment at the Calgary Climbing Centre they are susceptible to the inherent risks that are listed in Section A and that I/we have read to the minor, and initialed, and completed the entire Section A on behalf of the minor.

Warning: By signing this agreement you are agreeing to completely indemnify and compensate the Calgary Climbing Centre, and all its affiliates, and all the persons associated with it for any loss, financial, or otherwise, that it may have as a result of any action with respect to;

\_\_\_\_\_  
Parent or Legal Guardian Name (printed) Parent or Legal Guardian Signature

**SECTION C (To be completed by a MUST BE ACCOMPANIED CLIMBER and EXPERIENCED CLIMBER)**

**Acceptance of Responsibility and Indemnification**

I, \_\_\_\_\_ ("the experienced climber"), the undersign agree to the following:  
Experienced Climber (Belayer 1) Experienced Climber (Belayer 2)

INITIAL HERE

Experienced Climber's Initials

- 1) I clearly understand that by signing this INDEMNITY I/we are agreeing to indemnify and/or totally compensate the Calgary Climbing Centre and all it's affiliate, it members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/owner of the building (herein after called the "Calgary Climbing Centre") from and against all actions, lawsuits, damages, claims, demands, or financial or other loss arising from those items which may arise as a result of the Must Be Accompanied Climber is participating in any activity at, or on, the Calgary Climbing Centre, including, without limitation, use of the wall climbing facilities and equipment;
- 2) I hereby acknowledge and agree that while the Must Be Accompanied Climber is participating in the activities or programs involving use of the climbing walls and climbing equipment at the Calgary Climbing Centre they are susceptible to the inherent risks in Section A and that I/we have read, and initialed, and completed the entire Section A.
- 3) I understand that I am a novice or inexperienced climber and as such I am a "Must Be Accompanied Climber" and I am relying on the knowledge, experience, and judgment of the Experienced Climber to ensure my safety, prevention of injury/death/loss to myself or property, and my safe and responsible use of the Calgary Climbing Centre facilities, and I am not relying on the Calgary Climbing Centre for any of these items mentioned above.

\_\_\_\_\_  
Experienced Climber name Printed (Belayer 1) Signature

\_\_\_\_\_  
Experienced Climber name Printed (Belayer 2) Signature

Warning: By signing this agreement you are agreeing to completely indemnify and compensate the Calgary Climbing Centre, and all its affiliates, and all the persons associated with it for any loss, financial, or otherwise, that it may have as a result of any action with respect to;

\_\_\_\_\_  
Must Be Accompanied Climber's name Signature

**CCC STAFF ONLY**

Date \_\_\_\_\_ CCC employee \_\_\_\_\_

Boulder \_\_\_\_\_ Just Climb \_\_\_\_\_ TR \_\_\_\_\_ Lead \_\_\_\_\_ Test Again \_\_\_\_\_ Lesson \_\_\_\_\_