

**RELEASE OF CLAIMS/WAIVER OF LIABILITY (the "Agreement")  
PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT!**



**WARNING: BY SIGNING THIS AGREEMENT, YOU WILL GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TO RECOVER COMPENSATION FOR ANY ACCIDENT, INJURY, ILLNESS, LOSS OR DEATH TO YOURSELF OR THE MINOR, OR ANY DAMAGE/LOSS TO YOUR/ OR THE MINOR'S PROPERTY ARISING OUT OF YOUR/ OR THE MINOR'S PRESENCE AT, INVOLVEMENT WITH AND/OR USE OF ANY OF THE FACILITIES AT CALGARY CLIMBING CENTRE CHINOOK, CALGARY MOUNTAIN CLIMB PARKS OUTDOOR CLIMBING AND/OR USE OF PORTABLE CLIMBING WALL.**

**CALGARY CLIMBING CENTRE CHINOOK**  
#6 - 7130 Fisher Rd SE, Calgary, AB T2H 0W3, 403-252-6778, Fax 403-252-6799

**CALGARY CLIMBING CENTRE HANGER**  
#106, 588 Aero Dr NE, Calgary, AB T2E 7Y4, 587-230-0189 Fax 587-230-0042

**CALGARY CLIMBING CENTRE ROCKY MOUNTAIN**  
10721 West Valley Rd SW, Calgary, AB T3B 5T2, 587-231-9116

**CALGARY CLIMBING CENTRE STRONGHOLD**  
140 15th Ave. NW Calgary, AB T2M 0G6, 403-276-6484, Fax 403-276-1393

**CLIMB PARK HANGER**  
#106, 588 Aero Dr NE, Calgary, AB T2E 7Y4, 587-230-0189 Fax 587-230-0042

**CLIMB PARK ROCKY MOUNTAIN**  
10721 West Valley Rd SW, Calgary, AB T3B 5T2, 587-231-9116

**CALGARY CLIMBING CENTRE OUTDOORS**  
140 15th Ave. NW Calgary, AB T2M 0G6, 403-276-6484, Fax 403-276-1393

Participant's LastName \_\_\_\_\_ Participant's Date of Birth \_\_\_\_\_

Participant's First Name \_\_\_\_\_ Cell (    ) \_\_\_\_\_

Participant's Middle Name \_\_\_\_\_ Home (    ) \_\_\_\_\_

Address \_\_\_\_\_ Email \_\_\_\_\_

City \_\_\_\_\_ Can we email?     Yes     No

Province \_\_\_\_\_ Postal Code \_\_\_\_\_ Emergency Contact \_\_\_\_\_

Emergency Phone \_\_\_\_\_

I am (please check one):

18 years of age or older and executing this Agreement on my own behalf; OR

18 years of age or older and executing this Agreement as the parent or legal guardian of a Minor (under 18-year-old) participant (the "Minor").

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I acknowledge and agree that in consideration of the climbing activities organized by and/or located at Calgary Climbing Centre Chinook (A VUE Enterprises Inc.), Calgary Climbing Centre Hanger (1831760 Alberta Ltd.), Calgary Climbing Centre Rocky Mountain (2208785 Alberta Ltd.), Calgary Climbing Centre Stronghold (Onsight 3 Seven 1 Inc.), ClimbPark Hanger, ClimbPark Rocky Mountain, AND Calgary Climbing Centre Outdoors Inc. (collectively the "**Climbing Centres**") which climbing activities may include any attendance, activities, events, services organized, sponsored, authorized by the Climbing Centres, use of the facilities at the Climbing Centres, outdoor activities or programs, bouldering, training, volunteering, supervision of minors, instructional sessions, use of portable climbing wall, transportation to all outdoor locations and any other activities, events and involvement with Climbing Activities (hereafter collectively the "**Climbing Activities**"), I hereby:

- a) release, waive, and discharge the Climbing Centres, their affiliates, members, officers, directors, shareholders, employees, coaches, instructors, volunteers, agents, contractors, the landlord/owner of the buildings, the designers and engineers, manufacturers, installers and distributors of the Climbing Centre's climbing walls, including portable climbing walls, and other equipment, and any of their respective members, officers, directors, employees, agents, contractors or representatives, or any one or more of them (collectively, the "**Released Parties**") from any and all liability, actions, causes of action, suits, debts, statutory obligations, sums of money, claims and demands of every nature and kind whatsoever, at law or in equity, which 1/ or the Minor ever had, now have, or which 1/ or the Minor may at any future time have against the Released Parties, or any one or some of them, arising out of or in any way connected with the Climbing Activities, including any claims that involve or allege negligent acts or omissions of the Released Parties, claims that concern the COVID-19 virus or similar viruses, **or claims arising from any statute, including, without limitation, the Occupiers' Liability Act, R.S.A. 2000, c. 0-4** (collectively the "Claims").
- b) indemnify and/or totally compensate the Released Parties from and against all Claims arising as

I AGREE  
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Initials

a result of my or the Minor's presence at or participation in any activity at or on the premises of the Climbing Centres or outdoors, including, without limitation I agree to pay for all legal fees that are incurred as a result of any Claims made by me or on my behalf, or on the Minor's behalf, or that are otherwise related to any Claims.

- c) I understand that by signing this Agreement, I am giving up the right to sue or make any Claim against the Released Parties on my behalf or on behalf of the Minor, and that this Agreement shall be binding on the heirs, executors, administrators, assigns, and personal representatives of myself or the Minor.
- d) If any portion of this Agreement is held invalid, I agree that the remainder of the Agreement shall remain in full legal force and effect.
- e) I understand that this Agreement applies whether the Released Parties are at fault or not and it limits the liability of all of the Released Parties, notwithstanding that not all of the Released Parties are named or formal parties to this Agreement. I understand that each of the Climbing Centres, in securing execution of this Agreement by myself or by myself on behalf of the Minor, is acting as agent or trustee on behalf of or for the benefit of the Released Parties, who shall to this extent be or be deemed to be parties to this Agreement.

I acknowledge that I am aware and agree that the Climbing Activities are hazardous and has inherent dangers and freely accept and fully assume any and all of the risks and dangers entirely on my own or the Minor's own account. I understand that the risks associated with the Climbing Activities include, but are not limited to:

- a) All manner of injury, including but not limited to bruises, scrapes, cuts, sprains, strains, dislocations, broken bones, and head, facial, or dental injuries, resulting from falling while using the climbing walls or portable climbing walls and impacting against climbing wall faces, protruding ledges, wall supports, 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 on or near the climbing walls such as, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
- c) Injuries or death resulting from the actions or omissions of others, including but not limited to falling climbers or dropped items such as (but not limited to) ropes, climbing hardware, wall parts, holds, or personal effects;
- d) Cuts and abrasions resulting from skin contact with climbing panels and various holds, ledges, edges and any fixture, including injuries to the joints and knuckles of the hands;
- e) Failure or misuse of ropes, slings, harnesses, holds, anchor points, other climbing equipment, or any part of the climbing walls;
- f) In the outdoor Climbing Activities additional risks or dangers from heat, cold, lightning, falling rock, animals, insect bites, and hazards related to terrain and plant life;
- g) Injury or death including due to, among other things improper use of equipment or belayer error;
- h) Failure to follow the instructions of the staff of the Climbing Centres or failure to ask for information or assistance;
- i) Harm due to COVID-19 virus and related transmittable diseases (also described below);
- j) Any and all risks and damages of attendance at and/or use of any facilities

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### **COVID-19 VIRUS OR SIMILAR TRANSMITTABLE ILLNESSES**

**I UNDERSTAND THE CLIMBING ACTIVITIES COULD RESULT IN DANGEROUS INFECTION WITH THE COVID-19 VIRUS OR ANY OTHER TRANSMITTABLE ILLNESSES, WHETHER CAUSED BY NEGLIGENCE OF THE CLIMBING FACILITIES OR OTHERWISE, WHICH CAN RESULT IN RESPIRATORY PROBLEMS, ORGAN FAILURE, PERMANENT PHYSICAL OR MENTAL DISABILITY, OR DEATH.**

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I agree that I or the Minor will not participate in any of the Climbing Activities, if: (1) to the best of my knowledge and awareness, I or the Minor am experiencing, or have experienced in the prior 14 days, flu-like symptoms or symptoms of any transmissible viral or bacterial infection or disease; or (2) to the best of my knowledge and awareness, I or the Minor have been in contact in the prior 14 days with any person diagnosed with the COVID-19 virus. I or the Minor will not attend at any Climbing Activities if I or the Minor have been advised by any medical authority, I acknowledge other persons may be carrying the COVID-19 virus or other transmittable illnesses or recovered from it, and I acknowledge that I and/or they Minor have voluntarily chosen to assume any and all risks that the Climbing Activities may expose me or the Minor to such infections. any government agency, or my or the Minor's doctor to self-isolate due to possible exposure to COVID-19.

I acknowledge and agree that the above list is not inclusive of all possible risks associated with the Climbing Centres and climbing and in no way limits the extent or reach of this assumption of risk, release of liability, and indemnification. I understand that no amount of care, caution, instruction, or expertise can eliminate the inherent dangers associated with these activities.

If executing this Agreement on behalf of the Minor, I acknowledge and agree that the Minor's presence at and use of the Climbing Centres has inherent dangers, including but not limited to the risks listed above, and that I have read to the Minor the above risks and initialed this section on behalf of the Minor.

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I agree that the Released Parties are not responsible in the event of loss, damage, unauthorized use, theft, or injury resulting from and to any personal property that I or the Minor bring onto the premises of the Climbing Centres.

I understand that the Climbing Centres have general rules and equipment-specific rules. I understand that general and equipment-specific rules are posted in the facilities of the Climbing Centres and that general rules can be found online at [www.calgary climbing.com](http://www.calgary climbing.com).

I understand that alcohol, marijuana, and other drugs, both prescribed or non-prescribed have the capacity to impair my judgment and impair my physical and mental abilities. I acknowledge that the Climbing Centres does not permit attendance at or use of any of the facilities in the Climbing Centres after consuming alcohol or marijuana use.

I agree that I will read and ensure that I understand the rules of the Climbing Centres , or that I will read to the Minor and ensure that the Minor understands the rules of the Climbing Centres, and that I/ or the Minor will abide by those rules, as well as others posted throughout the Climbing Centres.

I understand that the Climbing Centres are protected by video surveillance and I consent to the use of video surveillance on behalf of myself or on behalf of the Minor.

**I have read and understood this Agreement and am executing this Agreement freely and voluntarily on my own behalf or that of the Minor, without any compulsion on the part of the Released Parties. I understand that this Agreement contains a promise not to sue the Released Parties and provides for a release and indemnity for all Claims. This agreement supersedes and replaces any prior release(s) of claims/waiver of liabilities.**

Intending to be legally bound, I have signed this Agreement this \_\_\_ day of \_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of participant if 18 or older

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of Parent or Guardian if participant is under 18

\_\_\_\_\_  
Print Name