

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY!**

**Initial:**

**IMPORTANT NOTES:**

This Release Agreement is created for **LETHBRIDGE COMPETITIVE CLIMBING (LCC)**, a separate organization run independently and with no relation to any climbing gym or other facility with another legal name including but not limited to Coulee Climbing, Ascent Climbing Center, or Calgary Climbing Center. Lethbridge Competitive Climbing uses these facilities as rented space for training purposes and Lethbridge Competitive Climbing assumes no responsibility for any negligence, gross negligence, personal injury, death, property damage or loss resulting from the fault of these facilities.

This Release Agreement is created specifically for out-of-country travel and competitions. It is not intended as a stand-alone Release Agreement for all activities relating to **LETHBRIDGE COMPETITIVE CLIMBING (LCC)**.

**Initial:**

**TO:** **LETHBRIDGE COMPETITIVE CLIMBING (LCC)**, and its directors, officers, employees, instructors, assistant and guest instructors, coaches, assistant and guest coaches, leaders, members, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns, participants and organizations participating in or connected with the activities as defined below (hereinafter collectively referred to as the "**RELEASEES**").

**DEFINITIONS**

In this Release Agreement, the term "**Out-of-Country Events**" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: Travel to and from events that take place outside of Canada, whether by (but not limited to) motor vehicle or travel by air, crossing international borders and climbing in facilities outside of Canada.

**ASSUMPTION OF RISKS – OUT-OF-COUNTRY TRAVEL AND COMPETITION.**

1. I/my child(ren) are competent to make any determination respecting my/their participation in Out-of-Country Events. I/they are always aware that it is my/their sole responsibility to assess whether I/they are physically and mentally capable of participating in Out-of-Country Events.
2. I/my child(ren) are aware that participating in Out-of-Country Events involves many risks, dangers and hazards. I/my child(ren) assume the risk and responsibility of these risks, dangers and hazards which may include but are not limited to:
  - a. The risks involved and associated with crossing international borders. I/my child(ren) assume the responsibility of any event, including but not limited to detention or arrestation.
  - b. The risks of injury (including death) associated with failure to understand and obey the laws of the country to which I/my child(ren) are travelling to for climbing competition or training purposes.
  - c. The risks of injury (including death) associated with travelling to and from competitions in other countries. I/my child(ren) assume the risk of injury (including death) of travelling to and from climbing facilities outside of Canada, for competitions or training, whether I, or my child(ren), be transported to these Rental Facilities by myself, the Releasees or a third party by methods including but not limited to travel by air or by motor vehicle.

3. I/my child(ren) are solely responsible for my decision to participate in Out-of-Country Events and to sign this Release Agreement. I/my child(ren) have not been persuaded or influenced in any way to participate in Out-of-Country Events or to sign this Release Agreement. No representations or warranties have been made to me regarding any matter, including but not limited to, the risks, hazards, or conditions regarding my/their abilities to participate in Out-of-Country Events.

4. I/my child(ren) agree that the Releasees are not responsible in the event of loss, damage, unauthorized use, theft, arrestation, detention, failure to understand and/or obey international laws, or injury resulting from and to any personal property that I/my child(ren) bring across an international border and/or into a foreign country. I/my child(ren) understand that the Releasees, foreign countries and facilities in other countries have laws, general rules and equipment-specific/event-specific rules. I/my child(ren) understand that it is our responsibility to seek and understand these rules and laws prior to participating in Out-of-Country Events.

**I/MY CHILD(REN) ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OUT-OF-COUNTRY EVENTS AND I/THEY FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**Initial:**

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of **THE RELEASEES** allowing me or my child(ren) to participate in Out-of-Country Events, I hereby agree as follows:

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in **OUT-OF-COUNTRY EVENTS**. **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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME, OR MY CHILD, FROM OR WARN ME, OR MY CHILD, OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OUT-OF-COUNTRY EVENTS;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury (including death) to any third party resulting from my participation in Out-of-Country Events;

3. This Release 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;

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction; and

5. Any litigation involving the parties to the Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Out-of-Country Events, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I/MY CHILD(REN) HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I/MY CHILD(REN) ARE AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**Initial:**

**Information of Minor(s)**

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<i>Name of First Minor (First and Last)</i>	<i>Gender</i>	<i>Date of Birth</i>
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<i>Name of Second Minor (First and Last)</i>	<i>Gender</i>	<i>Date of Birth</i>
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<i>Name of Third Minor (First and Last)</i>	<i>Gender</i>	<i>Date of Birth</i>
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**Parent/Guardian Information**

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<i>Parent or Guardian Name (First and Last)</i>	<i>Relation to Minor</i>	<i>Date of Birth</i>
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<i>Address</i>	<i>Phone</i>
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**I/MY CHILD(REN) HAVE READ AND UNDERSTOOD THE RELEASE AGREEMENT PRINTED ABOVE AND I AGREE TO BE BOUND BY THOSE CONDITIONS.**

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Signature of Participant or Parent/Guardian of participant under the age of majority

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Date