

**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!

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IMPORTANT NOTE:

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.

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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 "**LCC activities**" 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: Training for climbing using Rental Equipment (as defined below) and Climbing Equipment (as defined below) at Rental Facilities (as defined below), fitness training utilizing Fitness Equipment (as defined below), competing at climbing competitions, bouldering, top rope climbing, lead climbing, speed climbing and travel to and from competitions and training venues.

The term "**Fitness Equipment**" shall include, but is not limited to squat racks, free weights, pullup bars, campus boards, resistance bands, medicine balls, barbells, kettle bells, plyometric boxes and hang-boards.

The term "**Climbing Equipment**" shall include, but is not limited to ropes, harnesses, slings, bolts, climbing and construction tools, quickdraws, carabiners, belay devices such as Grigris or ATCs, tape, climbing holds, climbing panels and features, climbing crash pads and matting.

The term "**Rental Equipment**" shall include, but is not limited to ropes, harnesses, slings, rental shoes, ground anchors, daisy chains, quickdraws, carabiners and belay devices such as Grigris or ATCs.

The term "**Rental Facility**" shall include but is not limited to facilities in which the Releasees use for training purposes or for competitions.

ASSUMPTION OF RISKS – FALLS, HIGH PERFORMANCE ATHLETICS, FITNESS TRAINING ETC.

1. I/my child(ren) are competent to make any determination respecting my/their participation in LCC activities. 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 LCC activities.

2. I/my child(ren) are aware that participating in LCC activities 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 in not wearing a helmet while participating in LCC activities. I/my child(ren) are assuming the hazard of this risk upon myself. I/my child(ren) realize that I/they are subject to injury from these activities if I/they do not wear a helmet and that no form of pre-planning can remove all the danger to which I/they are exposing themselves. I/my child(ren) are aware that choosing not to wear a helmet could lead to injuries (including death) in the event of an accident.
- b. The risks of injury (including death) due to falling, falling objects, other climbers and use of Climbing Equipment or Fitness Equipment in LCC activities. I/my child(ren) assume the risk of injury (including death) due to Climbing Equipment or Fitness Equipment failure (whether personal, the property of the Releasees or the property of a Rental Facility).
- c. The risks of injury (including death) associated with falling into/onto climbing mats, climbing features, ropes, anchor points, or other climbers from any height.
- d. The risks of injury (including death) associated with failure to follow a rental facility's posted rules and/or practices.
- e. The risks of injury (including death) associated with travelling to and from competitions and Rental Facilities. I/my child(ren) assume the risk of injury (including death) of travelling to and from Rental Facilities, for competitions or training, whether I, or my child(ren), be transported to these Rental Facilities by myself, the Releasees or a third party.

3. Without limitation, I/my child(ren) are aware that my participation in LCC activities involves a risk of personal injury (including death), and damage to my personal property and to the personal property of others, and I/my child(ren) are specifically aware that participation could result in physical and mental injury to me or another person. I/my child(ren) agree to assume all risk for all injuries (including but not limited to death) to myself or others, and/or all damage or loss of my or a third party's personal property that may result from my participation in LCC activities at a Rental Facility. I/my child(ren) are aware that the use of Climbing Equipment or Fitness Equipment has inherent dangers and accept the same entirely at my/the minor's own risk. I/my child(ren) understand that the risks associated with that use 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 and impacting against climbing wall or climbing feature surfaces, protruding ledges, wall supports, any floor or padded flooring, or any other permanent or temporary fixture, or other persons;
- b. 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;
- c. 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;
- d. Failure or misuse of ropes, slings, harnesses, holds, anchor points, other climbing equipment, or any part of the climbing walls;
- e. Injury or death due to improper use of Climbing Equipment or Fitness Equipment.
- f. Failure to follow the instructions of the Releasees or Rental Facility staff.
- g. Failure to follow the posted rules and/or practices of Rental Facilities.

4. I/my child(ren) are solely responsible for my decision to participate in LCC activities and to sign this Release Agreement. I/my child(ren) have not been persuaded or influenced in any way to participate in LCC activities 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, conditions, or nature of rappelling or regarding my/their abilities to participate in LCC activities.

5. I/my child(ren) agree that the Releasees are not responsible in the event of loss, damage, unauthorized use, theft, or injury resulting from and to any personal property that I/my child(ren) bring onto the premises of a Rental Facility. I/my child(ren) understand that the Releasees and Rental Facilities have general rules and equipment-specific rules. I/my child(ren) understand that general and equipment-specific rules are posted in Rental Facilities.

I/MY CHILD ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH LCC ACTIVITIES 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 LCC activities, 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 LCC activities. 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 LCC ACTIVITIES;

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 LCC activities;

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 this 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 LCC activities, 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.

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