

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR PARTICIPANTS OF MINORITY AGE (UNDER 19)	
BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND WILL AGREE TO INDEMNIFY VALLEY CLIMBING INC., OPERATING AS APPROACH CLIMBING	
<i>PLEASE READ CAREFULLY</i>	Initial

Name of Parent or Guardian:			
Name of Minor (person under 19 years of age):			
Date of birth: dd	/mm	/yyyy	Age:
Street:			
City:	Prov/State:	Country:	Code:
Telephone:	Email:		

TO: VALLEY CLIMBING INC., OPERATING AS APPROACH CLIMBING (the “OPERATOR”) and its directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the “RELEASEES”)

DEFINITIONS

In this Agreement the term "climbing programs " shall include all services, activities, programs, events, classes, and groups provided, sponsored or organized by the Operator including but not limited to: climbing; bouldering; belaying; climbing structures, ropes, auto belay systems and other equipment; orientation or instructional sessions or lessons whether group or individual, and all other such related activities.

In this Agreement the term “illness” shall include bacterial infections, rashes and the transmission of communicable diseases, including but not limited to COVID-19, viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof

In this Agreement the term Minor shall mean a person under 19 years of age and the term Participant shall mean the Minor named above.

ASSUMPTION OF RISKS

I am the parent or guardian of the Participant. I am aware that the Participant's participation in climbing programs involves many risks, dangers and hazards, which could result in damage, loss, illness or physical injury to the Participant. Some of those risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning or illness, as defined above
- Premises: defective, dangerous or unsafe condition of the climbing structures, ropes, auto belay systems and other equipment which could be unsafe or have viruses or bacteria on their surfaces; climbing; falls; collisions with objects, climbing structures and other equipment or persons
- Use Ropes, Climbing Structures, Auto Belay Systems and other Equipment: mechanical failure of the climbing structures, ropes, auto belay systems, other equipment; negligent design or manufacture of the climbing structures, ropes, auto belay systems and other equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the climbing structures, ropes, auto belay systems, and other equipment; failure to use the climbing structures, ropes, auto belay systems, and other equipment or operate the climbing structures, ropes, auto belay systems and equipment within the Participant's own ability
- Advice: negligent advice regarding climbing programs given to the Participant
- The Participant's conduct and conduct of other persons: I acknowledge that such conduct, including the Participant's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, illness, personal injury or death. I understand that the Releasees may fail to safeguard or protect the Participant from the risks, dangers and hazards of climbing programs, some of which are referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT
In consideration of the Releasees allowing the Participant to participate in climbing programs, use its climbing structures, ropes, auto belay systems and other equipment and facilities and providing its climbing services and consultation, 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, illness or injury including death that the Participant may suffer as a result of the Participant's participation in climbing programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to: • negligence on the part of the Releasees; • breach of contract by the Releasees; • breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of climbing structures, ropes, auto belay systems and other equipment; • breach of any statutory or other duty of care including any duty of care owed under the <i>Occupiers Liability Act</i>, R.S.B.C. 1996, c. 337, as amended, on the part of the Releasees; and • the failure on the part of the Releasees to safeguard or protect the Participant from the risks, dangers and hazards of climbing programs, some of which are referred to in the Assumption of Risks section of this Agreement. 2. Despite the risks, dangers and hazards of climbing programs, and fully understanding such risks, dangers and hazards, I wish the Participant to participate in climbing programs with the Operator, and I FREELY ACCEPT AND AGREE TO INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense, illness or injury to the Participant as a result of the Participant's participation in climbing programs. I also freely accept and acknowledge the risks, dangers and hazards and the possibility of personal injury, illness, and death to the Participant as a result of the Participant participating in the climbing programs. 3. I ALSO AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense, illness, or injury to any third party resulting from the Participant's participation in climbing programs. 4. 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.

SAFETY

I am aware that there are instructors and staff available to answer any questions that the Participant may have as to the proper use of the climbing structures, ropes, auto belay systems and other equipment.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of climbing programs other than what is set forth in this Agreement.

INSURANCE: I am aware that the Releasees do not provide me or the Participant with any disability, accident, liability or medical insurance or compensation, should the Participant become injured, ill, or cause personal injury, illness or property damage to any third party while participating in climbing programs.

JURISDICTION: This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

Signature:	Date:
Please Print Name:	Witness: