

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE

**Participant
Initials**

PLEASE READ CAREFULLY

Participant First Name _____ Last Name _____ Phone # _____ Date of Birth (dd/mm/yy) _____
Email _____ Emergency Contact Name _____ Emergency Contact Phone # _____
Address _____ City _____ Prov./State _____ Postal/Zip Code _____ Country _____

TO: CLIMB YUKON ASSOCIATION (the "Operator"), all individuals or entities who provide or make available facilities, premises, equipment, or services for the Operators (the "Providers"), and the respective directors, officers, partners, employees, agents, guides, volunteers, independent contractors, representatives, successors and assigns of the Operators and the Providers (all of which, along with the Operators, jointly and severally, are the "Releasees").

In this agreement, the term "**Climbing Activities**" includes all activities, events or services provided, arranged, organized, conducted, sponsored, or authorized by the Releasees and specifically includes without any limitation: climbing, bouldering, training, stretching, observing, volunteering, supervising, all instruction sessions and all other activities, events, and services in any way connected with or related to Climbing Activities, whether taking place before, during, or following my participation in Climbing Activities.

ACKNOWLEDGEMENT - SAFETY & PHYSICAL CONDITION

(_____) **INITIALS**

I am aware that there are instructors available to answer my questions that I may have as to the proper use of the equipment and regarding known risks inherent in Climbing Activities. I am aware that the physical exertion required of Climbing Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with Climbing Activities. I further acknowledge that reckless behaviour by me poses serious risk to others and that I will be held responsible for all damage or injury caused to property or persons as a result of my reckless conduct during Climbing Activities. I am aware and acknowledge that there is no obligation for any person to provide me with medical care during Climbing Activities and that there may be no nearby aid stations available for Climbing Activities. I acknowledge it is my sole responsibility to bring effective treatment for allergy or asthmatic attacks I may suffer during Climbing Activities.

ASSUMPTION OF RISKS

(_____) **INITIALS**

I am aware that Climbing Activities involves many risks, dangers, hazards including but not limited to: failing; loss of balance or control; loss of consciousness; collisions with other persons, equipment, walls, climbing holds, exposed or hidden structural supports or beams, or the floor; shock, stress, or other injury to the body; equipment malfunctions; falling objects; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF Climbing Activities.**

I AM AWARE OF THE RISKS, DANGERS, HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE AND LOSS, WHETHER TO MYSELF OR THAT I MAY CAUSE TO OTHERS.

(_____) **INITIALS**

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Climbing Activities and permitting my use of their property, venue, or equipment (the "Facilities"), and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, **I HEREBY IRREVOCABLY AGREE AS FOLLOWS:**

1. TO WAIVE 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, resulting from my use of or my presence on the Facilities, or my participation in Climbing Activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, NEGLIGENT MISREPRESENTATION OR BREACH OF ANY STATUTORY DUTY OF CARE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF CLIMBING ACTIVITIES;**

(_____) **INITIALS**

2. TO INDEMNIFY AND HOLD HARMLESS the Releasees from any and all liability for any damage to property or personal injury or any nature to any third party, resulting from my use of or presence on the Facilities and my participation in Climbing Activities;

(_____) **INITIALS**

3. If medical care is rendered to me as a result of injury, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered;

4. The agreement is effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

5. This agreement and any rights, duties, and obligation as between the parties to this agreement will be governed by and interpreted solely in accordance with the law of Yukon Territory and no other Jurisdiction;

6. Any litigation involving the parties to this agreement must be brought within the Territory of Yukon and the parties attorn to the exclusive jurisdiction of the Courts of the Territory of Yukon;

I am not relying on any oral or written statements made by the Releasees with respect to the safety of Climbing Activities other than what is set forth in this agreement. I confirm that, before signing this agreement, I have read and understood it and am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns, and representative may have against the Releasees.

(_____) **INITIALS**

MEDIA RELEASE

I consent to the taking and use of photographs or video footage of myself, without compensation, for use by the Operator. This use includes but is not limited to use on climbyukon.net, social media pages, in newsletters and publications for distribution, and promotion for future events by the Operator and Providers, and other social media, media, and fundraising purposes. I further understand that this consent may be withdrawn by me at anytime, upon written notice. () INITIALS

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 19 YEARS OF AGE

For and on behalf of a Participant of minority age, by signing where indicated below, I hereby certify that I am the parent/guardian with legal responsibility for the participant of minority age, and acknowledge the risks associated with the participation by the participant in Climbing Activities and I hereby consent to the participation of the minority age participant in Climbing Activities and agree for myself, my heirs, executors, assigns, and next of kin, to release, indemnify, and save harmless the Releasees from all liabilities, however arising, incident to the participation by the participant of minority age in Climbing Activities. () INITIALS

Signed this _____ day of _____, 20_____

Signature of Participant
(of Parent/Guardian if under 19 years of age)

PRINT Participant's Name
(of Parent/Guardian if under 19 years of age)

Age of Participant

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