

# INDOOR CLIMBING WALL WAIVER AND RELEASE OF LIABILITY



## PARTICIPANT

FIRST NAME		LAST NAME			
DATE OF BIRTH	DD/MM/YYYY	AGE			
ADDRESS					
CITY		POSTAL CODE		PROVINCE	
PHONE NUMBER					
EMAIL					

## EMERGENCY CONTACT

FIRST NAME		LAST NAME			
PHONE NUMBER					

## PLEASE READ THIS DOCUMENT CAREFULLY!

I hereby confirm that I am aware that use of an Indoor Climbing Wall is inherently dangerous and poses potentially serious risks of injury or death to its participants. I understand that I may be injured or die as a result of my negligence, the negligence of others or through no fault of mine or anyone else, due to the nature of this activity.

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I also hereby confirm that I am aware that by signing and initialling this document, I am permanently giving up certain legal rights, including the right to sue the Town of Caledon, together with its elected officials, employees and agents, for any injuries, loss or damage that I may suffer, including death, relating to my participation in certain activities and being upon certain premises as described below.

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Minimum age for use of the Facilities is four (4) years old. Children under ten (10) years old must be accompanied and supervised by an adult fourteen (14) years or older at all times while using the Facilities.

To: The Corporation of the Town of Caledon and its employees, Mayor and Members of Council, volunteers, successors and assigns (hereinafter collectively referred to as the "Releasees")

In consideration of the permission granted by the Town of Caledon (hereinafter referred to as "Caledon") to use its climbing wall ("Climbing Wall"), and related training facilities, I acknowledge and agree as follows:

1. I acknowledge that the Climbing Wall involves inherent risks including a risk of serious physical injury and death. I am aware that these risks include, but are not limited to, the following:

a. Injury resulting from falling off or from the Climbing Wall;	<b>INITIAL</b>	
b. Abrasions, entanglements and bodily injuries resulting from activities on or near the Climbing Wall, belaying or auto-belay device, drops or loss of control by myself, other participants or Town employees, in rescue situations or any other belay techniques;	<b>INITIAL</b>	
c. Injuries resulting from other climbers, or those nearby, or falling equipment;	<b>INITIAL</b>	
d. Cuts, contusions, bruises, wounds, and abrasions resulting from skin and body contact on the wall surface or any other surface;	<b>INITIAL</b>	
e. Failure or misuse of belay- devices harnesses, anchor devices, climbing holds, low ropes, cables or beams;	<b>INITIAL</b>	
f. Bodily injury including, but not limited to, brain injury, fractures, spinal cord injury, paralysis, paraplegia, quadriplegia, loss of a finger, toe or limb, loss of one or both eyes, internal injury, bleeding, blindness, and death;	<b>INITIAL</b>	
g. That injury may result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the participant's own physical condition and actions;	<b>INITIAL</b>	
h. Including any injury, including death, in any way related to negligence of the Town or its staff.	<b>INITIAL</b>	

2. Wall climbing is a challenge that I have voluntarily chosen to participate in and accepted the risks of. I agree to the following requirements when I use the climbing wall and related facilities:

a. I shall obey all directions given by Caledon employees or other persons in authority, and will discuss with that person any issues that I may have with respect to use of the Climbing Wall or its related facilities;	<b>INITIAL</b>	
b. I will not use the Climbing Wall or any of its related facilities under the influence of alcohol or any chemical substance;	<b>INITIAL</b>	
c. In the event that my use of the equipment or facilities creates any undue risk or danger to me, or if I believe that there is a risk of injury likely to other participants, I shall promptly advise the Manager, or other person in authority when I become aware of the risk;	<b>INITIAL</b>	
d. I understand and agree that the Indoor Climbing Wall Manager or other person in authority reserves the sole right at her/his discretion to deny me/my child/my ward the right to use or continue to use any facilities if he/she shall in his/her sole discretion determine my continued use may be unsafe to myself or others.	<b>INITIAL</b>	

### **ASSUMPTION OF RISKS**

1. I acknowledge and agree that my use of the Facilities for purposes of climbing and related activities involves inherent risk of personal injury and property damage, including but not limited to injuries resulting from falling off or from the climbing wall or from loss of balance or control; injuries resulting from collision with other persons, equipment or structures; rope abrasions or entanglements; injuries resulting from activities on or near the climbing wall, belaying or lowering on ropes, rescue situations or any other rope techniques; injuries or damage resulting from other climbers or failing equipment; injuries resulting from the use, misuse, or failure of the Facilities, including but not limited to ropes, harnesses, climbing holds or other equipment; the risk associated with the proximity of medical care which may or may not be readily

available; the risk associated with the failure to act safely or within one's own ability, or to follow instructions; and the negligence of other climbers and/or other persons. I freely accept and fully assume all possible risks inherent in climbing and the use of the Facilities, including the possibility of personal injury, including death, property damage and loss resulting therefrom.

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2. I am fully aware of the associated risks associated with participating in this activity and certify that I am fit to participate in the rigorous activities associated with climbing or challenge courses. If I believe at any time that I become unable to participate, I will remove myself immediately from the activity and will not to continue to participate.

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## RELEASE OF LIABILITY, WAIVERS OF CLAIMS AND INDEMNITY AGREEMENT

### PLEASE READ CAREFULLY AS YOU ARE GIVING UP CERTAIN LEGAL RIGHTS.

In consideration of permission being granted by The Corporation of the Town of Caledon to use its climbing walls and related facilities, including but not limited to helmets, auto-belay device and webbing, slacklines and other tools and equipment, I hereby acknowledge and 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, 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 owned under the Occupiers' Liability Act on the part of the Releasees. I understand that negligence includes failure 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 from the risk, dangers and hazards referred to above.

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2. To hold harmless and indemnify the Releasees for any and all liability for any damage to property or personal injury to any third party, resulting from the use or my presence on the facilities or travel beyond the area boundary.

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3. The 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.

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

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

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Consent to Medical Treatment: **I consent (if unable to provide it or deny it myself) as the participant, or for my child or ward, in the event of illness or injury while participating to receive first aid and/or any further medical attention that potentially may be determined or deemed necessary by, and at the discretion of the staff, emergency services or licensed medical professionals, and agree to pay for all expenses incurred in the provision of such medical care.**

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Failure to Comply: I understand and agree that the Town reserves the right to deny me permission to use or continue to use the Facilities if I fail to comply with any of its rules, or the instructions of Caledon staff regarding the use of the Facilities, or engage in any activity deemed unsafe by Caledon.

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

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### Facility Conditions

**By signing this release and waiver, I acknowledge that I have read this INDOOR CLIMBING WALL WAIVER AND RELEASE OF LIABILITY and understand that I am giving up, waiving and forever releasing certain legal rights** I or my heirs, next of kin, executors, or assigns may have to sue or to make any subsequent claim against The Town of Caledon, its employees, volunteers, or others for whom Caledon may be legally responsible.

I, the Participant or the parent/legal guardian of the Participant, have read, been informed of, and understand all of the contents of this Release Agreement and accept all of the terms and conditions herein as they apply to the Participant, and agree that I and the Participant shall be bound by it.

**IF 18 YEARS OF AGE OR OLDER:**

**OR IF UNDER 18 YEARS OF AGE:**

<b>SIGNATURE OF PARTICIPANT</b>	
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<b>SIGNATURE OF PARENT OR LEGAL GUARDIAN</b>	
<b>PRINT NAME OF PARENT OR LEGAL GUARDIAN</b>	

<b>SIGNATURE OF WITNESS</b>	
<b>PRINT NAME OF WITNESS</b>	
<b>DATE SIGNED</b>	DD/MM/YYYY

Personal information contained on this form is collected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, and will be used for the sole purpose that it has been collected. Questions about this collection should be directed to the Municipal Freedom of Information Co-ordinator, Town of Caledon, 6311 Old Church Road, Caledon, L7C 1J6, 905.584.2272.

# PARTICIPANT PHYSICAL ACTIVITY READINESS

**READ THE QUESTIONS CAREFULLY and ANSWER EACH ONE honestly.**

ASK staff if you do not understand the question.

INFORM staff if you have answered yes to any of the questions.

	CIRCLE	
	YES	NO
1. Has your doctor ever said that you have a heart condition or that you should only do physical activity recommended by a doctor?	YES	NO
2. Do you feel pain in your chest when you do physical activity?	YES	NO
3. In the past month, have you had chest pain when you were not doing physical activity?	YES	NO
4. Do you lose your balance because of dizziness (i.e., vertigo) or do you ever lose consciousness?	YES	NO
5. Do you have a bone or joint problem (e.g., arthritis) that could be made worse by a change in your physical activity?	YES	NO
6. Is your doctor currently prescribing drugs for your blood pressure or heart condition?	YES	NO
7. Do you know of any other reason why you should not do physical activity?	YES	NO

- If you answered yes to one or more questions, talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal.
- Tell your doctor about these questions and which questions you answered YES.
- If your health status changes, inform staff PROMPTLY.

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