

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

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

INITIALS

PLEASE READ CAREFULLY. Legal Guardian must initial & sign for anyone under 19.

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

TO: HONEYCOMB CLIMBING INCORPORATED and HIVE CLIMBING NORTH SHORE INC. (the "Operators"), 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 limitation climbing, bouldering, training, stretching, observing, volunteering, supervising, all school and 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.

INITIALS

ACKNOWLEDGMENT – SAFETY & PHYSICAL CONDITION

I am aware that there are instructors available to answer any 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

I am aware that Climbing Activities involves many risks, dangers, and hazards including but not limited to: falling; 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.**

INITIALS

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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND 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:**

INITIALS

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 either my use of or my presence on the Facilities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, NEGLIGENT MISREPRESENTATION OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE (INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337) ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE 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 SAVE HARMLESS** the Releasees from any and all liability for any damage to property or personal injury of 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. This 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 obligations as between the parties to this agreement will be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction;

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

INITIALS

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.

FOR PARENTS/GUARDIANS OF PARTICIPANTS UNDER 19 YEARS OF AGE

INITIALS

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 this 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, howsoever arising, incident to the participation by the participant of minority age in Climbing Activities.

Signed this _____, day of _____, 20_____

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

Print Name (Participant if 19+ years of age)
(Parent/Guardian if under 19 years of age)

Age of
Participant