



District of Lillooet: The District of Lillooet REC Centre

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

WARNING: BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, AND YOU WILL ACCEPT FULL LEGAL RESPONSIBILITY FOR YOUR ACTIONS. PLEASE READ CAREFULLY AND CLARIFY ANY QUESTIONS OR CONCERNS YOU MAY HAVE, PRIOR TO SIGNING THIS DOCUMENT.

To: The District of Lillooet, and to their respective directors, officers, employees, agents, volunteers, contractors, successors and assigns (collectively the "Releasees").

This agreement relates to the use of the bouldering gym and related equipment at the District of Lillooet REC Centre (the "Facility") by yourself.

ASSUMPTION OF RISKS: I am aware that the sports of indoor rock climbing and bouldering (herein referred to as 'indoor climbing') has inherent risks. I am aware that falling is a likely result of participating in climbing and I have full knowledge of the nature and extent of the risks associated with indoor climbing, particulars of which include but are not limited to:

- all manner of injury resulting from falling while indoor climbing and impacting against climbing wall faces, adjacent walls, protruding ledges or wall supports and collision with the floor, crash mats, any other permanent or temporary fixture, or other persons;
- injuries resulting from activities such as indoor climbing, spotting and spectating other indoor climbers;
- injuries resulting from dropped items such as climbing hardware, holds, or falling climbers;
- cuts and abrasions resulting from skin contact with climbing panels, climbing holds; and
- defective, dangerous or unsafe condition, failure of climbing holds, structural panels, flooring, anchors or any part of the climbing structure;
- my own health including overexertion, fatigue, lack of fitness or conditioning;
- negligence on the part of the Releasees in the operation & maintenance of the Facility, including failure to adequately supervise activities;
- my conduct, and the conduct of other persons while using the Facility.

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY: In consideration of the Releasees allowing me to use the Facility or to participate in programs at the Facility, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my minor child may have in the future 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 our next-of-kin may suffer as a result of my use of the Facility or participation in programs at the Facility DUE TO ANY CAUSE WHATSOEVER, including but not limited to:

- negligence or breach of any duty of care on the part of the Releasees in respect of the design, construction, selection, installation, maintenance, operation or supervision of the Facility including all associated equipment;
- breach of any statutory or other duty of care including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, c.303. on the part of the Releasees; and
- the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards associated with the use of the Facility, some of which are listed in the Assumption of Risks section of this Agreement.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my use of the facility or participation in programs at the facility.

3. That I am executing this Agreement with the full intention that this Agreement will be binding upon myself for all legal purposes.

4. Despite the risks and hazards associated with indoor rock climbing, bouldering and the use of the Facility, and fully understanding such risks and hazards, I freely choose to use the Facility and participate in indoor rock climbing and bouldering at the Facility and I FREELY ACCEPT AND FULLY ASSUME all such risks and hazards and the possibility of personal injury, death, property damage and loss to myself resulting therefrom.

5. That I am not relying on any representations or statements made by the Releasees as to the condition or safety of the Facility or as to my use of the Facility or participation in programs at the Facility other than as contained on this Agreement.

6. That this Agreement shall be effective and binding on my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

7. That 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 law of the Province of BC and that any litigation involving the parties to this Agreement

Initial

Date

Print Name of Adult Participant (19 or older)

Signature of Participant

Printed Name Witness (must be Facility Staff)

Signature of Witness

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