

RELEASE OF CLAIMS/WAIVER OF LIABILITY

Please read carefully and initial boxes

WARNING: BY SIGNING THIS AGREEMENT YOU, AND YOUR PERSONAL REPRESENTATIVE GIVE UP YOUR RIGHT TO SUE TO RECOVER COMPENSATION FOR ANY ACCIDENT INJURY, LOSS OR DEATH TO YOURSELF OR ANY DAMAGE/LOSS TO YOUR PROPERTY ARISING OUT OF YOUR USE OF THE CLIMBING WALLS, EQUIPMENT, OR ANY OF THE FACILITIES AT GRIP IT INDOOR ROCK CLIMBING INC.

INITIAL HERE



Parent or
Guardian/
Participant

SECTION A

I/we hereby acknowledge and agree that while I/we am/are participating in the activities or programs involving the use of the facility, the climbing walls and climbing equipment at Grip It Indoor Rock Climbing Inc., that I/we am/are aware that the sport of indoor rock climbing has inherent risks and I/we have full knowledge of the nature and extent of the risks associated with rock climbing, particulars of which include but are not limited to:

- a) all manner of injury resulting from falling while using the climbing walls and impacting against climbing wall faces, protruding ledges, wall supports, collision with any floor or padded flooring, or any other permanent or temporary fixture, or other persons;
- b) rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, repelling and other rope techniques;
- c) injuries resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers;
- d) cuts and abrasions resulting from skin contact with climbing panels;
- e) failure of ropes, slings, harnesses, climbing equipment, anchor points or any part of the climbing structure.

I/we acknowledge that the option not to wear a helmet exposes me, as a participant in climbing activities, to increased risks, including, but not limited to, head and brain injuries, facial and eye injuries (including blindness), and death.

I/we will belay only when knowledgeable and experienced and certified by Grip It Indoor Rock Climbing Inc. at belaying. I/we will not lead climb or belay lead climbers until certified by Grip It Indoor Rock Climbing Inc.

I/we will assume full responsibility for my choice of belayers. I/we will be responsible for poor judgment for any ill chosen belayer.

I/we understand clearly that by signing this release and waiver, I/we am giving up my right to sue and I/we, my/our heirs, executors, assigns and personal representatives, will be forever prevented from suing or making any claim against Grip It Indoor Rock Climbing Inc. and all its affiliates, its members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/owner of the building, or anyone or more of them (hereinafter called "Grip It Indoor Rock Climbing Inc.").

INITIAL HERE



Parent or
Guardian/
Participant

RELEASE OF CLAIMS AND WAIVER OF LIABILITY

In consideration of the use of the climbing walls, equipment and facilities of Grip It Indoor Rock Climbing Inc., I/we hereby release, waive and discharge Grip It Indoor Rock Climbing Inc. of all liability for any and all injury, loss to, or death of myself and/or any and all damage or loss to my property, arising from any cause whatsoever, including any negligence or breach of duty of care of Grip It Indoor Rock Climbing Inc., including but not limited to, the failure on the part of Grip It Indoor Rock Climbing Inc., to take careful measures available and necessary for my safety.

I/we have full knowledge of the nature and extent of the risks involved in using the facilities at Grip It Indoor Rock Climbing Inc. I/we am/are voluntarily assuming the risks involved and in so doing I/we fully understand that I will be solely responsible for any loss or damage I sustain, including loss or damage caused by injury to my person or property or by my death howsoever caused and notwithstanding that same may have been caused or contributed to by the negligence of or the breach of the duty of care by Grip It Indoor Rock Climbing Inc., including, but not limited to, the failure on the part of Grip It Indoor Rock Climbing Inc., to take measures available and necessary for my safety.

This Agreement shall be binding on my heirs, executors, administrators, assigns, and personal representatives. I/we am/are executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of Grip It Indoor Rock Climbing Inc.

I acknowledge having read this entire agreement and the appropriate sections prior to signing it. Intending to be legally bound I have signed this RELEASE OF CLAIMS/WAIVER OF LIABILITY this _____ day of _____, 20_____.

Do you know how to safely belay? YES NO If yes, check one of the following → Top Rope Belay Lead Belay

[PLEASE PRINT CLEARLY]

Last Name _____ First Name _____ Middle Initial _____

Address _____

Postal Code _____ City _____ Province _____ Country _____

Cell _____ Home _____ Work _____

Birth date DD / MM / YYYY Email _____

Emergency Contact _____ Emergency Contact Phone _____

INITIAL HERE

SECTION B



Empty box for initials.

Parent or Guardian/ Participant

Warning: By signing this agreement you are agreeing to completely indemnify and compensate Grip It Indoor Rock Climbing Inc., and all its affiliates, and all the persons associated with it for any loss, financial, or Otherwise, that it may have as a result of any action with respect to;

(Minor's Name) _____

INITIAL HERE

SECTION C – To be completed by Parent or Legal Guardian for under 18 participants.



Empty box for initials.

Parent or Guardian/ Participant

Participants under 18 years of age must have parent or legal guardian read to the minor Section A and complete this section:

I/We, _____, being the parents/legal guardian or guardian of _____, hereby agree to the following:

- 1) I/We _____ clearly understand that by signing this INDEMNITY I/we am/are agreeing to indemnify and/or totally compensate Grip It Indoor Rock Climbing Inc. and all its affiliates, it members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/owner of the building (hereinafter called "Grip It Indoor Rock Climbing Inc.") from and against all actions, lawsuits, damages, claims, demands, or financial or other loss arising from items which may arise as a result of the minor participating at or on Grip It Indoor Rock Climbing Inc., including, without limitation, use of the wall climbing facilities and equipment;
- 2) I/we hereby acknowledge and agree that while the minor is participating in the activities or programs involving the use of the climbing walls and climbing equipment at Grip It Indoor Rock Climbing Inc. they are susceptible to the inherent risks that are listed in Section A and that I/we have read to the minor, and initialed, and completed the entire Section A on behalf of the minor.

Large empty box for Parent / Guardian Signature.

Parent / Guardian Signature

Large empty box for Participant Signature.

Participant Signature

Witness Signature _____

Witness (Printed) _____

GRIP IT STAFF ONLY

Date _____ Grip It employee _____