

MOUNT ROYAL UNIVERSITY Climbing Centre Waiver

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

WARNING: By signing this document you will waive certain legal rights including the right to sue.

BLUE OR BLACK INK MUST BE USED WHEN FILLING OUT THE WAIVER

TO: THE BOARD OF GOVERNORS OF MOUNT ROYAL UNIVERSITY

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

COURSE CODE AND TITLE: _____

ASSUMPTION OF RISK

I am aware that participating in the activity of climbing / rappelling / bouldering has many inherent risks, including but not limited to:

General:

- theft, vandalism or loss of personal property;
- any manner of injury resulting from use, misuse, non-use and failure of any equipment including but not limited to ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing structure.

Climbing / Rappelling / Bouldering:

- all manner of injury, including serious injuries such as fractures, spinal and brain injury
- all manner of injury resulting from falling and impacting against holds or the ground including: falling from the upper deck or access ladder, or onto the Climbing Centre floor while using the climbing wall, resulting in collision with the floor and any protruding holds, ledges, edges, railing or any other permanent or temporary fixtures;
- rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling, rescue systems and any other rope techniques;
- injuries resulting from falling climbers, dropped items such as ropes or climbing hardware, or reckless conduct of other participants;
- cuts and abrasions resulting from skin contact with climbing panels

I acknowledge that The Board of Governors of Mount Royal University does not warrant any University or personal equipment or the negligent use of any University or personal equipment.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of The Board of Governors of Mount Royal University allowing my participation in the activity of climbing / rappelling / bouldering, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against The Board of Governors of Mount Royal University, and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");
_____ (initial)
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, and waive all claims or causes of action of any kind whatsoever I may have as a result of my participation in the activity of climbing / rappelling / bouldering due to any cause whatsoever excluding negligence on the part of the Releasees.
_____ (initial)
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the activity of climbing / rappelling / bouldering; and
_____ (initial)
4. This 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.
_____ (initial)

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In entering this agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 2_____

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS (non family member)

PRINTED NAME OF WITNESS (non family member)

This agreement must be completed in full, signed, dated and witnessed and paragraphs 1 through 4 initialled by the participant before the participant may participate in any of the activities.

If the participant is under the consent age of 18 years and is not currently enrolled as a student of Mount Royal University, then a parent/guardian must complete the additional information below.

TO PARENT/GUARDIAN: By signing this document you indicate that you understand the risks associated with this activity, and that you are aware that by allowing your child to participate in the activity you are exposing him/her to the risks identified throughout this document. It gives the University authority to secure medical assistance for your child for which you agree to be financially responsible. You are agreeing to assume any financial responsibility for any damage to third persons or their property caused by your child.

1. I have explained the risks associated with this activity to my child and he/she understands the risks. We freely and voluntarily assume the risks inherent to the activity of climbing / rappelling / bouldering and understand and acknowledge that my child could suffer personal and potentially serious injury.
_____ (initial)
2. Mount Royal University may secure such medical advice and services as it, in its sole discretion, may deem necessary for my child's health and safety and I shall be financially responsible for such advice and services.
_____ (initial)
3. I understand that it is my child's responsibility to abide by the rules and regulations imposed on the participants by the Instructor. I have explained to my child the need to follow the instructions given by the Instructor.
_____ (initial)
4. I agree to HOLD HARMLESS AND INDEMNIFY the Board of Governors of Mount Royal University from any and all liability for any damages to the property of, or personal injury to, any third party resulting from my child's participation in this activity.
_____ (initial)

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM ACCEPTING FINANCIAL RESPONSIBILITY FOR ANY MEDICAL ASSISTANCE THE UNIVERSITY MAY DEEM NECESSARY FOR MY CHILD'S HEALTH AND SAFETY AND ALSO FOR ANY DAMAGE TO THIRD PERSONS OR THEIR PROPERTY THAT MY CHILD MAY CAUSE.

Signed this _____ day of _____, 2_____

SIGNATURE OF PARENT/GUARDIAN

SIGNATURE OF WITNESS (non family member)

PRINTED NAME OF PARENT/GUARDIAN

PRINTED NAME OF WITNESS (non family member)

Parent/Guardian phone number in case of emergency (required): _____

This agreement must be completed in full, signed, dated and witnessed and paragraphs 1 through 4 initialled by the parent/guardian before the child may participate in any of the activities.