

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



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|-----------------------|------------------------|-------------------------|---------------|
| Participant Last Name | Participant First Name | Participant Middle Name | Date of Birth |
| Address | | | |
| City | Province / State | Postal / ZIP Code | Country |
| Home Phone | Work Phone | Cell Phone | |
| Email Address | | | |
| Emergency Contact | | Emergency Phone | |

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

TO: Toronto Pan Am Sports Centre, Inc. (TPASC Inc.), FROM: _____

I am aware that rock climbing, indoor gym climbing, sport climbing, belaying and all schooling and instructional sessions (hereinafter collectively referred to as "the activities") involve many risks, dangers and hazards including, but not limited to: falling, mechanical failure of the equipment; loss of balance or control; variable and difficult climbing conditions; collision with walls, climbing holds, exposed or hidden structural supports or beams, or the floor; rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to climbing, belaying, rappelling, lowering on ropes, rescue systems and other rope techniques; Injuries resulting from falling climbers or dropped items, such as, but not limited to ropes, auto belays, climbing hardware or wall parts; failure of ropes, harnesses, slings, climbing holds, anchor points, or any part of the climbing wall; collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other climbers and/or other persons; and negligence on the part of TPASC Inc.. or its staff, including the failure on the part of TPASC Inc. or its staff to safeguard or protect me from the risks, dangers and hazards of the activities.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of TPASC Inc. accepting my application for admission and permitting my use of its climbing facilities, belay equipment, ropes, harnesses, climbing shoes, grigris, top-rope climbs, lead climbing routes, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against TPASC Inc., and its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (all of whom are hereinafter collectively referred to as "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 or travel due to any cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of equipment, or poor design or placement of any equipment, including but not being limited to ropes, carabiners, quick draws, bolt hangers, and all anchors, or breach of any statutory or other duty of care, including any duty of care under the Occupiers Liability Act, R.S.O. 1990, Chapter O.2 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 the activities referred to above;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities;
- 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;
- 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 laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this 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.
- By entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the activities other than what is set forth in this Agreement.

6. This Agreement shall apply to all subsequent admissions or membership renewals.

Additional Terms and Conditions:

1. I will not consume any alcohol or any other substance which would impair my senses or judgment prior to or while using the facilities of Toronto Pan Am Sports Centre.
2. When engaging in top-roping or lead climbing, I will always wear a climbing harness for which I will assume all responsibility for putting on and fastening correctly and safely.
3. I will always tie directly to the harness when engaging in top-roping or lead climbing with a Figure 8 follow-through and keeper knot.
4. I will belay only when knowledgeable and experienced at belaying. I will not lead climb or belay lead climbers until certified by TPASC Inc. When lead climbing, I will clip each bolt in sequence on all routes I lead. Further, I will provide and assume full responsibility for the safety and integrity of the rope and belay device when I lead or belay lead climbers.
5. I assume full responsibility for my choice in belayers. For top-roping, I understand that TPASC Inc. provides ropes, anchors and belay devices but will not be responsible for poor judgment by an ill-chosen belayer.
6. I understand that climbing privileges will be revoked in the event that I engage in any activity deemed unsafe by the staff.
7. I will not hold TPASC Inc. responsible for any lost or stolen personal belongings.
8. All climbers must promptly report any equipment defects, unsafe situations, or accidents.
9. Formal or informal teaching or coaching of individuals or groups, including but not limited to belaying, lead belaying, technical skills, or exercises may only be done by TPASC Inc. staff, except by special arrangement. In such event, TPASC Inc. assumes no responsibility for lessons taught by others.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT INCLUDING THE PRECEEDING PAGES AND I 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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Participant

YOU MUST BE 18 YEARS OR _____

OLDER TO SIGN THIS

AGREEMENT

Participant Name _____

Date _____

Parent(s) or Court-Appointed Legal Guardian(s) must sign below for _____ and agree that they and the minor are subject to all the terms of this document as set forth above.

Signature of Parent(s)

(or Legal Court-Appointed Guardian)

YOU MUST BE 18 YEARS OR OLDER TO SIGN THIS AGREEMENT

Parent/Guardian Name _____

Date _____