



**Westside Regional Recreation Centre
CLIMBING WALL**

**RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY
(Youth)**

WARNING: By signing this agreement you and your personal representative give up your right to bring a court action to recover compensation for injury to yourself or your property or for the death arising from your use of the climbing walls and equipment at the Westside Regional Recreation Centre.

I hereby acknowledge and agree that while I am participating in the activities or programs involving the use of the climbing walls and climbing equipment at Westside Regional Recreation Centre that:

I am aware that the sport of indoor rock climbing has inherent risks and I have full knowledge of the nature and extent of the risks associated with rock climbing particulars at 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 the floor, or any other permanent or temporary fixture
- B) rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling 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

RELEASE AND WAIVER OF LIABILITY

In consideration of the use of the climbing walls and the climbing equipment from Westside Regional Recreation Centre, I acknowledge the following:

Westside Regional Recreation Centre, its members, officers, directors, employees, agents, and independent contractors (hereafter referred to as Westside) and each of them are not responsible for any loss or damage sustained by me including loss and 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 prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by The Westside.

I have full knowledge of the nature and extent of the risks involved in using the facilities at Westside, I am voluntarily assuming the risks involved and in doing so I fully understand that I will be solely responsible for any loss or damage I sustain, including the loss or damage caused by injury to my person or property or by my death however caused and notwithstanding that same may have been caused or contributed to by the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by Westside.

I agree to relieve Westside of all liability for all loss or damage arising from any cause whatsoever including the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by Westside. I hereby exempt Westside from the legal consequences which would otherwise flow from their negligence or their breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3.

I hereby release, waive and discharge Westside from all liability to my heirs, executors, administrators and assigns for all loss or damage and any claims or demands for such loss or damage on account of injury to my person or property or by the death whether caused by the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by Westside or otherwise and I further agree not to sue Westside.

I am NOT the full age of 18 years, but nonetheless I am aware of the nature and effect of this RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY. I am aware of my right to sue Westside through my next friend in the event that I sustain loss or damage caused by injury to my person or property, and that my personal representative can sue Westside for loss or damage arising as a result of my death, if the physical injury to my person or property of my death was caused or contributed to by the negligence of or breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by Westside. To the extent allowed by law. I hereby give up this right on behalf of myself personally and on behalf of my heirs, executors, administrators and assigns and next friend in order to use the facilities at Westside.

Minor's Signature

Witness

I am executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of Westside. I acknowledge having read this entire agreement prior to signing it.

In consideration of the use of the climbing walls and equipment at Westside by our (son/daughter) herein before described, we the parents/legal guardians of _____ agree to indemnify and save harmless Westside as herein before described against and from all actions, damages, claims and demands which may hereafter be brought against Westside by or on behalf of our said child in respect of or arising out of any accident, whether caused by negligence or by the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by Westside which may result in injury or damage to our child against any loss arising therefrom.

Intending to be legally bound I have signed this **RELEASE AND WAIVER OF LIABILITY** this _____ day of _____ 20 ____.

Parent/Legal Guardian Signature

Witness

Parent/Legal Guardian Name (print clearly)

Relationship to Participant

Address

Telephone (Home)

Child's Date of Birth: _____