



THE CITY OF YELLOWKNIFE
(the "City")

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

Participant's Full Name:

Address:

Phone Number:

[Redacted area for participant information]

TAKE NOTICE!

BY SIGNING THIS DOCUMENT, YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

- PLEASE READ CAREFULLY -

1 ASSUMPTION OF RISK

1.1 I am aware that participating in the activities of climbing, rappelling, belaying, spotting, rescue systems, bouldering, and any other related activity (the "Activities") in the climbing facility located at the City of Yellowknife's Fieldhouse (the "Facility") has many inherent risks, dangers and hazards, including but not limited to the following:

- a) injury resulting from slips or falls on footholds, handholds, uneven floors, decks, floor padding, or mats;
- b) injury resulting from collision with climbing wall features such as protruding rocks, ledges, edges, railings, outcroppings, or access ladders;
- c) injury resulting from the use, misuse, non-use or failure of any of the equipment used in the Facility, including but not limited to ropes, slings, harnesses, climbing hardware, automatic belay devices, anchor points, and any other part of the climbing structure (the "Equipment");
- d) rope abrasion, entanglement and other injury which results from the use of ropes;
- e) injury resulting from collisions with other users of the Facility;
- f) injury resulting from the actions of other users of the Facility;
- g) injury resulting from falling climbers, dropped items, or falling Equipment;
- h) cuts and abrasions resulting from skin contact with the climbing wall; and
- i) theft, vandalism or loss of personal property.

(collectively, the "Risks")

1.2 I freely and voluntarily accept and assume all of the Risks associated with the Activities and recognize that these Risks may result in property damage, all manner of personal injury (including serious injuries such as fractures, spinal cord injury and brain injury) and death.

1.3 I acknowledge that the City does not provide any warranty as to (1) the use of any Equipment without proper training, (2) the incorrect use of any Equipment, and (3) the use or functionality of any Equipment that is not owned by the City .

1.4 I will follow the City's Climbing Wall Guidelines which are posted at the Facility and can be found at www.yellowknife.ca. I acknowledge that these Guidelines may change and that it is my responsibility to review the Guidelines on a regular basis. Additionally, I will follow the directions and instruction of City employees, climbing wall instructors, and volunteers.

____ (initial)

1.5 I recognize that the City is not responsible for the acts or omissions of other users of the Facility.

2 WAIVER OF LIABILITY AND INDEMNIFICATION

2.1 In consideration of the City allowing my participation in the Activities, I agree:

a) to waive my right to pursue any claim against the City, its directors, officers, staff, volunteers, agents, trainees and employees (collectively the "Releasees"), resulting from my participation in the Activities or my use of the Facility;

____ (initial)

b) to indemnify, release, and forever discharge the Releasees from any and all demands, suits, liabilities, losses, damages, injuries, expenses, costs, fees, claims or causes of action whatsoever, including, without limitation, legal fees and disbursements on a solicitor and own client basis resulting from or arising out of my participation in the Activities or my use of the Facility due to any cause whatsoever; and

____ (initial)

c) to indemnify, release and forever discharge the Releasees from any and all demands, suits, liabilities, losses, damages, injuries, expenses, costs, fees, claims or causes of action whatsoever, including, without limitation, legal fees and disbursements on a solicitor and own client basis for any damage to the property of or personal injury (including death) to any third party resulting from my negligence, except to the extent that the demands, suits, liabilities, losses, damages, injuries, expenses, costs, fees, claims or causes of action are caused by the gross negligence of any of the Releasees.

____ (initial)

2.2 This agreement will be effective and binding upon my heirs, next of kin, executors, administrators, assigns, attorneys, and representatives in the event of my death or incapacity.

____ (initial)

I certify that I am 18 years old or older and that I have carefully read this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.

Signature of Participant

Signature of Witness

Witness Name (Printed)

Date

Date