



# Shawnigan Lake Community Centre Bouldering Waiver

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement"). BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.**

<b>Participant Name</b>	Last	First	Initial	
<b>Address</b>	Street			
	City	Prov	Postal Code	
<b>Email Address</b>				
<b>Date of Birth</b>	Year	Month	Day	Age
<b>Telephone</b>	Home	Work	Cell	
<b>Today's Date</b>	Year	Month	Day	
<b>SIGNATURE OF PARTICIPANT</b>				

<b>Emergency Contact</b>	Name	Relationship		
<b>Telephone</b>	Home	Work	Cell	

### CLIMBING AND WORK-AT-HEIGHT ACTIVITIES

In this Release Agreement, the term "**climbing and work-at-height activities**" shall include but is not limited to: bouldering, climbing, edge-safety, any related practice, training or team building activities (such as slack-lining), physical fitness training and recreational games, and anything incidental or related to any of the foregoing including transportation to, accessing and using any related facilities in any way.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CLIMBING AND WORK-AT-HEIGHT ACTIVITIES, AND 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.

### NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

### ASSUMPTION OF RISKS – WORK AT HEIGHT, ROCK CLIMBING

a) I fully understand that this Agreement describes some but not all of the risks, hazards, dangers and potential consequences of the climbing and height-related activities, which include: (i) Participants must make judgments and decisions as they participate in height-related activities, and staff must make judgments and decisions as they instruct or assist participants regarding climbing activities. These judgments and decisions are by their nature imprecise and subject to error. Judgments and decisions will be made in an environment that includes some routes that are designed to be challenging even to very capable and experienced climbers. Among other risks there is the risk that the Participant or a staff member may misjudge the Participant's abilities or fitness level; (ii) equipment (including, without limitation, artificial climbing walls, holds and anchor points, whether the Participant's personal equipment or equipment rented or borrowed) may break, malfunction or be misused, CVRD makes no warranties regarding any such equipment; and (iii) the Participant or others may act carelessly or recklessly or generally fail to exercise care. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.

- b) I also fully understand that any instruction, training, orientation or other information or assistance provided by staff cannot eliminate such risks. In both supervised and unsupervised climbing activities, I acknowledge that I am responsible for my own safety and if I am a Parent, the safety of the Participant.
- c) Therefore, I knowingly and voluntarily assume all risks, both known and unknown, relating to the climbing and work-at-height activities and I accept full responsibility for those risks identified here and for those risks not identified and for injury, damage, death or other loss suffered by me and, if I am a Parent, by the Participant, resulting from those risks or resulting from my own negligence or other conduct.

**ASSUMPTION OF RISKS – COVID-19**

I understand that while the CVRD is taking measures to lower the risk of the spread of COVID-19 (Coronavirus), it doesn't guarantee its ability to do so.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

I wish to participate in this activity/make use of this facility. I acknowledge that the CVRD and Shawnigan Lake Community Centre does not provide continuous supervision for the entire session, and that there are risks associated with my participation, including the risk of physical injury, illness, loss of life, and property damage. This activity may involve risks associated with physical contact, contact with physical structures or may require a higher level of athleticism, skill and knowledge. I acknowledge that my choice to participate brings with it the assumption and understanding of the risk of an accidental injury that may occur during the activity that is beyond the control of the recreational staff and volunteers. I acknowledge that I have inquired about the activity and the potential for an accidental injury to occur. I agree to release and hold harmless the CVRD and Shawnigan Lake Community Centre, its employees, officers, agents, affiliated community association, and volunteers, from any claims for injury, loss or damage that I may sustain while participating, including claims of negligence.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT (2 pages, including this page) PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.**

Witness Signature
Please Print Name

Signature of Participant
Date
Signature of Parent or Guardian if under age 19

**ADDITIONAL MEDICAL INFORMATION:**

<b>Name</b>	Last	First		Initial
<b>Date of Birth</b>	Year	Month	Day	Age
<b>Allergies</b>				
<b>Medical Conditions</b>				
<b>Family Doctor</b>				
<b>Medical Information</b>	MSP Number		Telephone	
<b>Is there any other health or medical information you want us to know about?</b>				

**I CONFIRM THAT I HAVE RECEIVED AN ORIENTATION TO THE BOULDERING WALL AND THAT I UNDERSTAND THE BOULDERING WALL RULES AND SAFETY PROCEDURES.**

Signature of Participant
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Date
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