



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

ADULT – AGE 18 or OVER

Staff Use Only: Intro TR Test Lead Test: T G
Instructor: _____

READ CAREFULLY BEFORE SIGNING.
YOU MUST BE 18 YEARS OR OLDER TO SIGN THIS AGREEMENT

PLEASE PRINT NEATLY.

Name of Participant: _____ **Date of Birth:** ____ / ____ / ____ (DD/ MM/ YYYY)
Address: _____ **City:** _____ **Prov/State:** _____ **Postal Code:** _____
Cell Phone: _____ **Home Phone:** _____ **email:** _____
Emergency Contact: _____ **Emergency Contact Phone #:** _____

TO: TRUE NORTH CLIMBING INC. ("TNC")

I am aware of the risks associated or related to indoor rock climbing and to my use of TNC's gym facilities, belay equipment, ropes, harnesses, climbing shoes, gri-gris, bouldering areas, bouldering cave, top-rope climbs, lead climbing routes, slacklines, lockers, washrooms, change rooms and any other facilities in the gym or the parking facilities outside of the gym (collectively, the "Facilities"), which risks include but are not limited to: falling; mechanical failure of the equipment; loss of balance or control; variable and difficult climbing conditions; collision with walls, the floor, climbing holds, or exposed or hidden structural supports or beams; rope abrasion or entanglement; injuries resulting from falling climbers or fallen items; failure of ropes, 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 TNC or its staff. I acknowledge that TNC has helmets available for all participants at no cost, and that it is my responsibility to ask for a helmet if I choose to wear one. By not choosing to wear a helmet, I am voluntarily assuming any additional risks of injury this may cause. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.** → **Please Initial:** _____ ←

In consideration of TNC permitting my use of its Facilities, **I AGREE TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against TNC, and its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (collectively, 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 my participation in activities at or use of the Facilities 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, or breach of any statutory or other duty of care 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 mentioned above. **I AGREE 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 participation in activities at or use of the Facilities. → **Please Initial:** _____ ←

I agree that this Agreement shall be effective and binding on my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity, and that this Agreement shall be governed and interpreted solely by the laws of the Province of Ontario, with any litigation with respect hereto to be brought solely within the exclusive jurisdiction of the courts of the Province of Ontario. → **Please Initial:** _____ ←

I agree to abide by the following rules while using the Facilities:

- (a) I will not consume any alcohol or other substance which would impair my senses or judgment prior to or while using the Facilities.
- (b) When climbing roped climbs, I will always wear a climbing harness for which I will assume all responsibility for putting on and fastening correctly and safely. I will always tie directly to the harness with a figure 8 follow through and keeper knot.
- (c) I will not boulder above the 10 foot level, except in the designated bouldering areas.
- (d) I will belay only when knowledgeable and experienced at belaying. I will not lead climb or belay lead climbers until certified by TNC. 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.
- (e) If I provide my own climbing harness, I will assume full responsibility for its safety and integrity
- (f) I assume full responsibility for my choice in belayers. TNC provides top ropes, anchors and gri-gris but will not be responsible for poor judgment by an ill-chosen belayer.
- (g) I understand that my climbing privileges will be revoked in the event that I engage in any activity deemed unsafe by the TNC.
- (h) I will promptly report any equipment defects, unsafe situations or accidents that I become aware of.
- (i) I will not conduct any formal teaching of groups or paid coaching of individuals, except by express permission of TNC.
- (j) I will not hold TNC responsible for any lost or stolen personal belongings. → **Please Initial:** _____ ←

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS AND I SIGN IT FREELY ON MY OWN FREE WILL.

Participant Signature: → _____ ← **Today's Date:** ____ / ____ / ____ (DD/MM/YYYY)