

BULKLEY VALLEY AQUATIC CENTRE MANAGEMENT SOCIETY
RELEASE OF LIABILITY/WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WARNING: BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, AND YOU WILL ACCEPT FULL LEGAL RESPONSIBILITY FOR ANY INJURY TO YOUR MINOR CHILD. PLEASE READ CAREFULLY.

To: The Bulkley Valley Aquatic Centre Management Society and to the Regional District of Bulkley-Nechako, and to their respective directors, officers, employees, agents, volunteers, contractors, successors and assigns (collectively the "Releasees").

This Agreement relates to the use of the climbing wall and related equipment at the Bulkley Valley Regional Pool & Recreation Centre Climbing Wall (the "Facility") by yourself, child or children whose names are printed below (the "Minor Child").

ASSUMPTION OF RISKS:

1. I am aware that the sport of indoor rock climbing has inherent risks such as the risk of physical injury, permanent disability, or death to myself or my Minor Child, and I understand the nature and extent of the risks associated with indoor rock climbing, particulars of which include but are not limited to:
 - all manner of injury, physical or emotional, including death to myself, my Minor Child, resulting from falling while using the climbing walls and impacting against climbing wall faces, protruding ledges or wall supports and collision with the floor, any other permanent or temporary fixture, or other persons;
 - rope abrasion, entanglement and other injuries or death, resulting from activities such as climbing, belaying, rappelling ropes, or misuse of ropes, harnesses, climbing equipment, anchors, or any part of the climbing structure; injuries to myself, my Minor Child, property or third parties resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers; cuts and abrasions resulting from skin contact with climbing panels;
 - defective, dangerous or unsafe condition, failure of ropes, harnesses, climbing equipment, anchors or any part of the climbing structure;
 - my own health or the health of my minor child, including overexertion, fatigue, lack of fitness, or conditioning;
 - negligence on the part of the Releasees in the operation & maintenance of the Facility, including failure to adequately supervise activities; and
 - my conduct, the conduct of my Minor Child, and the conduct of other persons while using the Facility.
2. I acknowledge that alcohol, marijuana and other drugs – both prescribed and non-prescribed – have the capacity to impair my or my Minor Child's judgement and reduce the ability to effectively manage risks. I understand that consuming alcohol or marijuana before or during the participation in programs at the Facility is not permitted.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY: In consideration of the Releasees allowing me and my Minor Child to use the Facility or to participate in programs at the Facility, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my Minor Child may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I or my Minor Child may suffer or that our next-of-kin may suffer as a result of my or my Minor Child's use of the Facility or participation in programs at the Facility DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - negligence or breach of any duty of care on the part of the Releasees in respect of the design, construction, selection, installation, maintenance, operation or supervision of the Facility including all associated equipment;
 - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c.303. on the part of the Releasees; and
 - the failure on the part of the Releasees to safeguard or protect me or my Minor Child from the risks, dangers and hazards associated with the use of the Facility, some of which are listed in the Assumption of Risks section of this Agreement.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to the Facility or any third party resulting from my or my Minor Child's use of the Facility or participation in programs at the Facility.
3. That I am the parent or legal guardian of the Minor Child and am executing this Agreement with the full intention that this Agreement will be binding upon myself for all legal purposes. Based upon my understanding, acknowledgement, and consents as described herein, I give my Minor Child permission to participate in programs at the Facility.
4. Despite the risks and hazards associated with indoor rock climbing and the use of the Facility, and fully understanding such risks and hazards, I wish to use the Facility and participate in indoor rock climbing at the Facility and I FREELY ACCEPT AND FULLY ASSUME all such risks and hazards and the possibility of personal injury, death, property damage and loss to myself and/or Minor Child resulting therefrom.
5. That I am not relying on any representations or statements made by the Releasees as to the condition or safety of the Facility or as to my or my Minor Child's use of the Facility or participation in programs at the Facility other than as contained on this Agreement.
6. 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.
7. That 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 law of the Province of BC and that any litigation involving the parties to this Agreement shall be brought solely with the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

PARTICIPATION OF MINOR CHILD

1. I am aware that my Minor Child is participating in the programs at the Facility solely at the discretion of the undersigned (myself) and my Minor Child.
2. I am not aware that my Minor Child has any existing health, mental, or physical condition(s) that may increase his/her risk in participating in programs at the Facility.
3. My Minor Child has been informed that he/she is to abide by the rules, including directions and instructions from the Facility staff.
4. If my Minor Child fails to abide by the rules, my Minor Child may lose access and participation privileges.
5. In permitting my Minor Child to participate in programs at the Facility, I am not relying on any oral, written or visual representations, or statements made by the Releasees.

Date

Print Name of Minor #1 (Under 19 years of age)

Signature of Adult Participant (19+) or Parent/Guardian of Minor

Print Name of Minor #2 (Under 19 years of age)

Print Name of Adult Participant (19+) or Parent/Guardian of Minor

Print Name of Minor #3 (Under 19 years of age)

Address

Print Name of Minor #4 (Under 19 years of age)

Witness – BV Pool & Recreation Centre Staff Only

Information on this form is collected under the general authority of the *Freedom of Information and Protection of Privacy Act* (FOIPPA) and is protected in accordance with FOIPPA. Personal information will only be used for managing the Bulkley Valley Regional Pool & Recreation Centre Climbing Wall. Questions about the collection, use and disclosure of this information can be directed to the Regional District of Bulkley-Nechako at 37 3rd Avenue, PO Box 820 Burns Lake, British Columbia V0J 1E0, call (250)-692-3195, or email info@rdbn.bc.ca.