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The Board of Education of SCHOOL DISTRICT No.79 (Cowichan Valley)  
ASSUMPTION OF RISKS  
INDEMNIFICATION OF ALL CLAIMS

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NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ Email: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_ TELEPHONE: HOME # \_\_\_\_\_ WORK # \_\_\_\_\_

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The Board of Education of SCHOOL DISTRICT No. 79 (hereinafter referred to as SD79)  
LIABILITY WAIVER/INDEMNIFICATION OF ALL CLAIMS AND COVENANT NOT TO SUE

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to recover compensation or obtain a remedy for any injury to yourself, your child, or your property or your or your child's death however it may be caused, as applied to the use of the climbing wall, now or any time in the future.

ACKNOWLEDGMENT OF RISK

I HEREBY ACKNOWLEDGE AND AGREE that the sport of rock climbing and the use of the SD 79 CLIMBING WALLS (hereinafter referred to as the WALLS) has inherent risks. I have full knowledge of the nature and extent of all risks associated with rock climbing and the use of the WALLS, including but not limited to:

1. All manner of injury resulting from falling off the WALLS and hitting wall faces and projections, whether permanently or temporarily in place, or the floor.
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the WALLS, such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and other rope techniques.
3. Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes, climbing hardware or modular holds and their parts.
4. Cuts and abrasions resulting from contact with the climbing wall.
5. Failure of ropes, slings, climbing hardware, anchor parts, or any part of the WALLS structures.
6. Failure of any belayer to protect against a fall.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the WALLS and that the above list in no way limits the extent of reach of this release and covenant not to sue.

PLEASE INITIAL

In consideration of my use of the WALLS, I, \_\_\_\_\_, the undersigned user, agree to release, and on behalf of myself, my child, my heirs, representatives, executors, administrators and assignees, HEREBY DO RELEASE THE WALLS, its coaches, instructors, employees and administrators of SD79 from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to a claim of NEGLIGENCE, which I, my child, my heirs, representatives, executors, administrators and assignees may now have or, have in the future against the WALLS, its coaches, instructors, employees and administrators of SD79 on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to my or my child's use of the WALLS, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the NEGLIGENCE of the WALLS, its coaches, instructors, employees and administrators of SD 79.

PLEASE INITIAL

In consideration of my use of the WALLS, I, \_\_\_\_\_, the undersigned user agree to INDEMNIFY AND HOLD HARMLESS THE WALLS, its coaches, instructors, employees and administrators of SD79 from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or in any way relating to my or my child's use of the WALLS.

PLEASE INITIAL

By checking this box, you hereby grant permission and authorize the release and use of images, likenesses and any accompanying audio or visual recordings, including but not limited to photographs, videos and interviews for media and promotional purposes.

PLEASE INITIAL

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the WALLS and that I am voluntarily assuming the risks for myself. I understand that I will be solely responsible for any loss or damage, including death, which I may sustain while using the WALLS and by this agreement, I am relieving the WALLS of all liability for such loss, damage or death.

PLEASE INITIAL

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of the WALLS. I further understand that the terms of this agreement are legally binding, and I certify that I am signing this agreement after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed here at L'Ecole Mount Prevost School, Duncan, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

USER'S NAME: \_\_\_\_\_ X \_\_\_\_\_  
Print clearly Signature

WITNESS'S NAME: \_\_\_\_\_ X \_\_\_\_\_  
Print clearly Signature

