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The Board of Education of SCHOOL DISTRICT 79 (Cowichan Valley)
ASSUMPTION OF RISKS and INDEMNIFICATION OF ALL CLAIMS

CHILD'S NAME: _____ AGE: _____ Email: _____

PARENT / GUARDIAN NAME: _____

ADDRESS: _____ CITY: _____

POSTAL CODE: _____ TELEPHONE: HOME # _____ WORK # _____

The Board of Education of SCHOOL DISTRICT 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 your child, or your property or for a fatality 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.

PARENT / GUARDIAN - PLEASE INITIAL

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my child's use of the WALL, I, _____, the undersigned, on behalf of my child, my heirs, representatives, executors, administrators and assignees, HEREBY DO RELEASE THE WALLS, its coaches, instructors, employees and administrators of SD 79 from any cause of action, claims, or demands of any nature whatsoever, including, but not limited to a claim of NEGLIGENCE, which myself or 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 SD 79 on account of personal injury, property damage, accident or a fatality of any kind, arising out of or in any way related to 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.

PARENT / GUARDIAN - PLEASE INITIAL

In consideration of my or my child's use of the WALLS, I, _____, the undersigned user agree to INDEMNIFY AND HOLD HARMLESS THE WALLS, its coaches, instructors, employees and administrators of SD 79 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 child's use of the WALLS.

PARENT / GUARDIAN - 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 on behalf of myself and or my child. I understand that I will be solely responsible for any loss or damage, including a fatality which myself or child may sustain while using the WALLS and by this agreement, I am relieving the WALLS of any and all liability for such loss, damage or death.

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.

PARENT / GUARDIAN - PLEASE INITIAL

I further certify that my child is in good health and has no physical limitations which would preclude the 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 this _____ day of _____, 20_____.

USER'S NAME: _____ X _____
Print clearly Signature

WITNESS'S NAME: _____ X _____
Print clearly Signature

PARENT/GUARDIAN NAME: _____ X _____
Print clearly Signature

