

THE CORPORATION OF THE TOWN OF AURORA
ROCK CLIMBING – PERMISSION / WAIVER

PARTICIPANT INFORMATION

First Name and Last Name: _____ (hereinafter the “Participant”)

Date of Birth: _____ (month, day, year) Phone Number: _____

Street Address: _____ City/Town: _____ Postal Code: _____

Gender: _____ Email Address: _____

EMERGENCY CONTACT INFORMATION

First Name and Last Name: _____

Phone Number: _____ Relation to Participant: _____

**DESCRIPTION AND ASSUMPTION OF RISK, PERMISSION TO PARTICIPATE, RELEASE OF
 LIABILITY, WAIVER OF CLAIMS AND INDEMNITY**

By agreeing to the following statements, you will waive certain legal rights. PLEASE READ CAREFULLY.

By registering myself or my child/ward/dependent to participate in rock climbing, indoor gym climbing, sport climbing, bouldering, caving, belaying, lead climbing, lead belaying and top roping (hereinafter the “Rock Climbing Activities”) offered by The Corporation of the Town of Aurora (the “Town”),

I REPRESENT TO YOU THAT:

- a) I am the participant or the parent/guardian of the named participant having full legal responsibility for decisions regarding the above named participant;
- b) I believe that I and/or my minor/ward is physically, emotionally and mentally able to participate in the Rock Climbing Activities;
- c) I understand that I should seek a physician for medical consultation prior to commencing any program if I and/or my minor/ward/dependent has prior medical conditions or illnesses;
- d) I understand that it is my responsibility to disclose personal information such as allergies, medication and special needs with respect to the participant to Town staff and I release the Town and its staff from all liability associated with the administration or failure to administer of any medication or auto-injectors;
- e) I hereby acknowledge that I am aware of the risks and hazards associated with or related to the Rock Climbing Activities, which risks and hazards may include, but are not limited to, injuries from:
 - i. falling, including but not being limited to, falling into other persons, falling and coming in contact with any walls, building structures, ropes and the ground;
 - ii. the fall of other persons who may come in contact with me or from any falls in which I come into contact with other persons;
 - iii. collision with walls, climbing holds, exposed or hidden structural supports or beams, or the floor;
 - iv. loss of balance or control and variable and difficult climbing conditions;
 - v. failure of equipment, or poor judgment of any equipment, including but not being limited to ropes, carabiners, quick draws, bolt hangers, belay devices, harnesses;

- vi. rope abrasion, entanglement and other injuries resulting from activities on or near the climbing wall such as, but not limited to climbing, belaying, rappelling, lowering on ropes, rescue systems and others;
 - vii. illness or trauma and the proximity of medical care which may or may not be readily available;
 - viii. the failure to act safely or within one's own ability or to stay within designated areas;
 - ix. NEGLIGENCE or lack of adequate training in equipment or health;
 - x. negligent misuse of the facilities, climbing walls or equipment;
- f) I am aware that my child/ward/dependant or I may sustain injuries that that may lead to/cause/result in property damage, minor or severe and debilitating personal injuries or medical conditions, including death when participating in Rock Climbing Activities.

BEING AWARE of the risks, dangers and hazards associated with Rock Climbing Activities:

- a) **I voluntarily accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom to the participant;**
- b) **I hereby grant permission for my child/ward/dependant to fully participate in the Rock Climbing Activities (if I am registering my child/ward/dependant for Rock Climbing Activities); and**
- c) **I hereby grant permission to the Town, and its representatives, to administer first aid, CPR and/or emergency medical care to myself and/or my child/ward/dependant when deemed necessary by the Town, or its representatives, and to transport myself and/or my child/ward/dependant to a local physician or hospital for medical treatment if deemed necessary by the Town, or its representatives.**

FURTHER AND IN CONSIDERATION of participating or allowing my minor child/ward/dependant to participate, in Rock Climbing Activities, I agree as follows:

- a) TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against The Corporation of the Town of Aurora, its directors, officers, agents, appointees, councillors, employees, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that the participant may suffer, or that the participant's next of kin may suffer resulting from either the participant's use of or presence on Releasees' 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, including any duty of care under the *Occupiers Liability Act*, R.S.O. 1990, c. O.2 on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect the participant from the risks, dangers and hazards of the activities referred to above.
- b) 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 the participant's use of or presence on Releasees' facilities.

I, the undersigned, acknowledge to have read and to understand the above and agree to the above.

Signature: _____

Date: _____

Name of Signatory: _____

(to be reviewed and signed by participant if 18 years of age or older, or by the parent/legal guardian if the participant is less than 18 years of age)