

To participate in any rock climbing wall and/or Ninja Parkour course activity at The Corporation of the City of Brampton's (the "City of Brampton") premises all participants are required to complete the City of Brampton's Waiver Form, without exception. You must be eighteen (18) years or older to sign this agreement. For visitors ages 17 and under, waiver forms must be completed by the minor's parent or court-appointed legal guardian, without exception. Relatives, older siblings, friends, group leaders, teachers and others will not be accepted. Submission of waivers by a minor is considered fraudulent. The City of Brampton does not assume responsibility for fraudulent forms or acts. Parents or legal guardians, please ensure you are aware of activities your child is participating in and complete the waiver information as required.

A. PARTICIPANT INFORMATION (Please print clearly – all areas are required to be filled out)			
PARTICIPANT NAME (last, first name)		WEIGHT (indicate lbs or kg)	DATE OF BIRTH (dd/mm/yyyy)
ADDRESS		CITY	PROVINCE
POSTAL CODE		EMAIL	
MAIN PHONE #	ALT. PHONE #	EMERGENCY CONTACT PHONE NUMBER	
EMERGENCY CONTACT NAME (last, first name)			

B. ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I am aware that indoor sport climbing, auto-belay climbing, Ninja course obstacles and all instructional and coaching sessions (hereinafter collectively known as the "Activities"), involve many risks, dangers and hazards which 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, climbing holds, exposed or hidden structural supports or beams, or the floor; rope abrasion, entanglement and other injuries resulting from activities on or near the climbing or running wall such as, but not limited to climbing, belaying, rappelling, lowering on ropes, rescue systems and other rope techniques; injuries resulting from falling climbers or dropped items, such as but not limited to ropes, auto-belays, climbing hardware or wall parts; failure of ropes, harnesses, slings, climbing holds, anchor points, or any part of the climbing or running 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 the City of Brampton or its staff, including the failure on the part of the City of Brampton or its staff to safeguard or protect me from the risks, dangers and hazards of the activities; injuries resulting from falling, slips, trips, falls and/or collisions while using climbing or running walls, bouldering areas, ninja courses, obstacle courses, washrooms, change rooms, showers, locker room, coat room, stairs, exits and entrances, and any other spaces, equipment and facilities inside the gym and/or parking and sidewalk facilities outside the gym and other facilities or equipment existing now or in the future (the "Facilities"); misuse of equipment or facilities; loose or damaged climbing holds, worn or defective ropes, cargo nets, slings, quick draws, anchor points and hardware, and belay devices; abrasion from or entanglement with ropes, hanging elements or equipment; your physical strength, conditioning, health, coordination, sense of balance, and ability to follow or give directions while participating in the Activities; poor decision making by you, your climbing or ninja course partners, and the presence, actions, balance, and ability to follow or give direction while participating in the Activities; poor decision making by you, your climbing or ninja course partners, and the presence, actions (including mistakes) or falls of other climbers, belayers, participants and observers; failure to act safely or within your own ability or within designated areas prior to or after receiving proper instruction from staff, and/or other persons from the City of Brampton as the case may be.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING FROM THEREFROM.

INITIAL

In consideration of engaging in the Activities and admission and/or memberships at the City of Brampton and the use of the Facilities and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future to The Corporation of the City of Brampton, its elected officials, officers, agents, employees, volunteers, and any other person for whom it is in law responsible (hereinafter collectively known as "the Releases") and to these Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that of my next of kin may suffer resulting from either my use of or my presence in the Facilities or travel due to any negligence or 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, including but not being limited to ropes, cargo nets, auto-belays, carabiners, harnesses, quick draws, bolt hangers, and all anchors, or breach of any statutory or other duty of care, including any duty of care under the *Occupiers Liability Act*, R.S.O. 1990, Chapter O.2 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, dangers and hazards of the activities referred to 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 USE OF OR PRESENCE ON THE FACILITIES.

INITIAL

I agree this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity; 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 laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province in which this facility is located and shall be within the exclusive jurisdiction of the Courts of such Province. By entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the activities other than what is set forth in this Agreement.

INITIAL

I AGREE TO ABIDE BY ALL THE RULES WHILE USING THE FACILITIES:

- I will not consume any alcohol or any other substance which would impair my sense or judgment prior to or while using the Facilities of the City of Brampton.
- I will not auto-belay climb on any climbing wall until I have completed the pre-requisite auto-belay orientation, as the case may be.
- I will only belay when knowledgeable and experienced at belaying. I will not auto-belay climb until trained by the City of Brampton. When auto-belay climbing, I will provide and assume full responsibility for the safety and integrity of the auto-belay device when I climb.
- I will not use the Ninja Parkour Course elements and/or obstacles until trained and instructed on its proper use by the City of Brampton.
- I understand that climbing privileges will be revoked in the event that I engage in any activity deemed unsafe by the staff.
- I will not hold the City of Brampton responsible for any lost or stolen personal belongings.
- All climbers must promptly report any equipment defects, unsafe situations, or accidents.
- Formal or informal teaching or coaching of individuals or groups, including but not limited to auto-belay climbing, Ninja course obstacles, technical skills, or exercises may only be performed by the City of Brampton staff, except by special arrangement. In such event, the City of Brampton assumes no responsibility for lessons taught by others.

INITIAL

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND ASK QUESTIONS FOR CLARIFICATION. I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT INCLUDING THE PRECEDING PAGES AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

C. FOR PARTICIPANTS AGES 18 YEARS AND OLDER *(You must be 18 years or older to sign this section of the agreement)*

PARTICIPANT NAME <i>(last, first name)</i>	PARTICIPANT SIGNATURE	DATE <i>(dd/mm/yyyy)</i>
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D. FOR PARTICIPANTS AGES 17 YEARS AND YOUNGER

Parent or Court-Appointed Legal Guardian must sign below for _____ and agree that they and the minor are subject to all the terms of this Agreement as set forth above. *(Print Minor's Full Name)*

PARENT/GUARDIAN NAME <i>(last, first name)</i>		PARENT/GUARDIAN SIGNATURE		DATE <i>(dd/mm/yyyy)</i>	
ADDRESS			CITY		PROVINCE
MAIN PHONE #			ALT. PHONE #		EMAIL
EMERGENCY CONTACT NAME <i>(last, first name)</i>				EMERGENCY CONTACT PHONE NUMBER	