

BEYOND THE CRUX CLIMBING GYM INC.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT | You *Must Read It All*

Please note that signing this agreement; you give up the right to sue for any injury or damages, however caused.

To: Beyond The Crux Climbing Gym Inc. ("the Company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

1. [] Initial I agree as a precondition to the participation in all events organized by "the Company" and/or "the Agents" including, but not limited to indoor rock climbing (referred to as "the Activities") and in further consideration of "the Company" allowing me to do so, that I will strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").
2. [] Initial I acknowledge that "the Activities" **involve inherent risk and dangers that may cause serious injury and possible death to participants.**
3. [] Initial I fully understand the risks and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk.**
4. [] Initial I **hereby waive any and all claims** which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", **due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "the Company" and/or "the Agents".
5. [] Initial I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

I AM 16 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF THE CHILD/WARD.

I hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

IN WITNESS WHEREOF I have executed this document at the City of Kelowna in the Province of British Columbia this

Date: _____, 20____

Signature of Climber **OR** parent /guardian if under 16

Witness - Staff Signature Only

Print Name of signature above

Witness - Print Staff Name

Name of Climber: _____ Birth date: ____/____/____ Age: ____
First Last MM DD YY

Phone # : _____ Address: _____

City: _____ Prov: _____ Postal Code: _____ Email: _____

This agreement must be complete in all respects, including initials, before a participant will be allowed to climb. Initials and signature of a parent or legal guardian is mandatory if the participant is under 16 years of age.