

Toronto Climbing Academy, Inc.

RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

ASSUMPTION OF RISKS

I am aware that indoor gym climbing, bouldering, caving, and all schooling and instructional sessions (hereinafter collectively referred to as the "ACTIVITIES" involve many risks, dangers and hazards including, but 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 wall such as, but not limited to climbing, lowering on ropes and other rope techniques; Injuries resulting from falling climbers or dropped items, such as, but not limited to ropes, climbing hardware or wall parts; failure of ropes, slings, climbing holds, anchor points, or any part of the climbing wall; collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which 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 TCA or its staff, including the failure on the part of TCA or its staff to safeguard or protect me from the risks, dangers and hazards of the activities. 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 therefrom.**

Name(child): _____

Address: _____

Telephone: _____

Emergency Contact: _____ Telephone: _____

E-mail address: _____

I will follow the rules of Toronto Climbing Academy :

- No running or jumping
- No swinging on rope
- Do not touch equipment unassigned to you
- Climb on assigned routes only
- Keep the noise down
- Stay with your instructor at all times
- Stay out of the fitness area

I have read and fully understand the above and hereby waive and release any liability relating to the use of Toronto Climbing Academy Inc's facilities. I understand that climbing privileges will be revoked in the event that I engage in any activity deemed unsafe or inappropriate by the staff of Toronto Climbing Academy Inc. I will not hold Toronto Climbing Academy Inc. responsible for any lost or stolen personal belongings.

For parent or legal guardian of participants under 18 years of age:

I (name)....., agree in consideration of my child 's/ my ward's use of the Facility to indemnify and save harmless TCA for any claim, including, but not limited to, any medical services arising from my child's/ my ward's use of the Facility. I acknowledge that I have read this entire agreement prior to signing it and that I intend to be bound by all of its terms

Signature of Parent or Legal Guardian:

Date:.....

NOTE: Toronto Climbing Academy is not suitable for babies and toddlers.