

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
PLEASE READ CAREFULLY!**

**TO: TORONTO CLIMBING ACADEMY INC. (HEREINAFTER REFERRED TO
AS "TCA")**

ASSUMPTION OF RISKS

I am aware that rock climbing, indoor gym climbing, sport climbing, bouldering, caving, belaying, lead climbing 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, 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, 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 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 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.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of TCA accepting my application for admission and/or membership, and permitting my use of its gym facilities, lockers, washrooms, change rooms, belay equipment, ropes, harnesses, climbing shoes, grigris, bouldering areas, bouldering cave, top-rope climbs, lead climbing routes, weight room and any other facilities in the gym or the parking facilities outside of the gym (hereinafter referred to as "the facilities"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against TCA, and its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (all of whom are hereinafter collectively referred to as

Initials of Applicant/Member _____

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TORONTO CLIMBING ACADEMY, INC.

“THE RELEASEES”), and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from either my use of or my presence on the facilities or travel 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, including but not being limited to ropes, carabiners, 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;

2. **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;
3. 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;
4. 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 of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
5. 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.
6. This Agreement shall apply to all subsequent admissions or membership renewals.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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 EPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant

Name (print clearly)	Date of Birth	Signature
_____	____/____/____	_____

Current Date	Witness
____/____/____	_____

See further conditions on following pages.

TORONTO CLIMBING ACADEMY, INC.

Additional Terms and Conditions:

1. I will not consume any alcohol or any other substance which would impair my senses or judgment prior to or while using the facilities of Toronto Climbing Academy.
2. I will always wear a climbing harness for which I will assume all responsibility for putting on and fastening correctly and safely.
3. I will always tie directly to the harness with a figure 8 follow through and keeper knot.
4. Bouldering is allowed below the 10 foot level (2 ½ panels) .
5. I will belay only when knowledgeable and experienced at belaying. I will not lead climb or belay lead climbers until certified by Toronto Climbing Academy. When lead climbing, I will clip each bolt in sequence on all routes I lead. Further, I will provide and assume full responsibility for the safety and integrity of the rope and belay device when I lead or belay lead climbers.
6. I assume full responsibility for my choice in belayers. Toronto Climbing Academy provides ropes, anchors and belay devices but will not be responsible for poor judgment by an ill-chosen belayer.
7. I understand that climbing privileges will be revoked in the event that I engage in any activity deemed unsafe by the staff.
8. I will not hold TCA responsible for any lost or stolen personal belongings.
9. All climbers must promptly report any equipment defects, unsafe situations or accidents.
10. Formal teaching of groups or paid coaching of individuals may only be done by TCA Staff, except by special arrangement. In such event, TCA assumes no responsibility for lessons taught by others.

I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT INCLUDING THE PRECEEDING 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 EPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

AFTER READING, UNDERSTANDING AND AGREEING WITH THE ABOVE CONDITIONS, PLEASE RECOPY THE FOLLOWING WORDS IN YOUR OWN HANDWRITING ON THE LINE BELOW:

"I HAVE READ, I UNDERSTAND AND I AGREE TO THE ABOVE CONDITIONS."

TORONTO CLIMBING ACADEMY, INC.

PLEASE PRINT: **E-mail address:** _____

Name: _____

Telephone: _____

Address: _____

Emergency Contact Name: _____

Telephone: _____

Signature of Participant: _____

Date : _____

Do you want to take a Beginner Lesson? Yes No

TCA Instructor: _____

If not, have you taken a climbing course ? Yes No

From whom ? _____

Do you know how to put on a climbing harness? Yes No

Do you know how to tie in with a figure eight ? Yes No

Do you know how to belay ? Yes No

With a GRIGRI ? Yes No

Certified by : _____

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

I,, agree in consideration of my child's / my ward's use of the Facility to indemnify and save harmless Toronto Climbing Academy 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: