



The Calgary Young Men's Christian Association ("YMCA")  
**RELEASE OF CLAIMS/WAIVER OF LIABILITY**

FOR OFFICE USE ONLY

**WARNING: BY SIGNING THIS AGREEMENT YOU, AND YOUR PERSONAL REPRESENTATIVE GIVE UP YOUR RIGHT TO SUE TO RECOVER COMPENSATION FOR ANY ACCIDENT INJURY, LOSS OR DEATH TO YOURSELF OR ANY DAMAGE/LOSS TO YOUR PROPERTY ARISING OUT OF YOUR USE OF THE CLIMBING WALLS, EQUIPMENT, OR ANY OF THE FACILITIES AT THE YMCA.**

**WARNING: BY SIGNING THIS AGREEMENT YOU ARE AGREEING TO COMPLETELY INDEMNIFY AND COMPENSATE THE YMCA AND ALL PERSONS ASSOCIATED WITH IT FOR ANY LOSS, FINANCIAL OR OTHERWISE, THAT IT MAY HAVE AS A RESULT OF ANY ACTION, LAWSUIT OR SETTLEMENT IN WHICH IT IS INVOLVED WITH RESPECT TO \_\_\_\_\_ (MINOR'S FULL NAME)**

I, \_\_\_\_\_, being the parent/legal guardian or guardian of \_\_\_\_\_,  
name of parent/ legal guardian (please circle one)  
 (the "Minor") hereby agree to the following:

<input type="text"/> initial	I clearly understand that by signing this RELEASE, WAIVER AND INDEMNITY I am agreeing to indemnify and/or totally compensate the YMCA, its members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/ owner of the building (hereinafter called "YMCA Calgary") from and against all actions, lawsuits, damages, claims, demands, or financial or other loss arising from those items which may arise as a result of the Minor participating in any activity at or on the YMCA Calgary premises, including, without limitation, use of the wall climbing facilities and equipment;
<input type="text"/> initial	I/We understand clearly that by signing this RELEASE, WAIVER AND INDEMNITY I/We are giving up the right to sue and I/We, my heirs, executors, assigns and person representatives, will be forever prevented from suing or making any claim against YMCA Calgary.
<input type="text"/> initial	In consideration of the use of the climbing walls, equipment and facilities of YMCA Calgary, I/We hereby release, waive and discharge YMCA Calgary of all liability for any and all injury, loss to, or death to the Minor and/or any and all damage or loss to property, arising from any cause whatsoever, including any negligence or breach of duty of care of YMCA Calgary, or any negligence or breach of duty of care arising from any statute including, without limitation, the <i>Occupiers Liability Act</i> RSA 2000, c. 0-4.
<input type="text"/> initial	I/We are aware that the sport of indoor rock climbing has inherent risks and I/We have full knowledge of the nature and extent of the risks associated with rock climbing particulars of which include but are not limited to: <ul style="list-style-type: none"> <li>a) all manner of injury resulting from falling while using the climbing walls and impacting against climbing wall faces, protruding ledges, wall supports, collision with the floor, or any other permanent or temporary fixture, or other persons;</li> <li>b) rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling and other rope techniques;</li> <li>c) injuries resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers;</li> <li>d) cuts and abrasions resulting from skin contact with climbing panels;</li> <li>e) failure of ropes, slings, harnesses, climbing equipment, anchor points or any part of the climbing structure.</li> </ul>



## CLIMBING WALL MINOR WAIVER

<input type="text"/> initial	<p>I acknowledge that YMCA Calgary does not require the use of helmets. I acknowledge not wearing a helmet exposes the minor, as a participant in climbing activities, to increased risk, including, but not limited to, head and brain injuries, facial and eye injuries (including blindness).</p>
<input type="text"/> initial	<p>I/We acknowledge that the Minor is physically fit and know of no medical or health reasons why the minor should not participate in activities.</p>
<input type="text"/> initial	<p>I/We have full knowledge of the nature and extent of the risks involved in using the facilities at YMCA Calgary, I/We voluntarily assume the risks involved and in so doing fully understand that I/We will be solely responsible for any loss or damage I/We sustain, including loss or damage caused by injury to the Minor or property or by the Minor's death, arising from any cause whatsoever, including any negligence or breach of duty of care of YMCA Calgary, or any negligence or breach of duty of care arising from any statute including, without limitation, the <i>Occupiers Liability Act RSA 2000, c. 0-4</i>.</p>
<input type="text"/> initial	<p>I hereby agree to indemnify and save harmless YMCA Calgary against and from all actions, lawsuits, damages, claims, demands or financial or other loss arising from these items due to any accident, injury, loss or death to the Minor or, any loss or damage to the Minor's property, arising from any cause whatsoever, including any negligence or breach of duty of care of YMCA Calgary, or any negligence or breach of duty of care arising from any statute including, without limitation, the <i>Occupiers Liability Act RSA 2000, c. 0-4</i>.</p>

Intending to be legally bound I have signed this **RELEASE AND WAIVER OF LIABILITY** this \_\_\_\_\_ **day** of \_\_\_\_\_, 20\_\_\_\_\_.

<input type="text"/> minor's first name (please print)		<input type="text"/> minor's last name	
_____ legal guardian signature			
<input type="text"/> legal guardian first name (please print)		<input type="text"/> legal guardian last name	
<input type="text"/> address		<input type="text"/> city	<input type="text"/> province
<input type="text"/> area code	<input type="text"/> phone number	<input type="text"/> email address	
_____ witness signature			
<input type="text"/> first name (please print)		<input type="text"/> last name	

accepted by: (write staff name): \_\_\_\_\_