

CLIMBING ACTIVITIES WAIVER

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

INITIAL

TO: Western Educational Adventures Incorporated, Western Educational Adventure Society and their directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**).

| | | | |
|-------------|----------------|-------------------|---------------|
| Name | Last | First | Date of Birth |
| | Address | | City |
| | Street | Country | Code |
| | Prov/State | | |
| | Telephone | Emergency Contact | Email |

DEFINITION

In this agreement the term **"climbing activities"** includes all activities, events, services and use of equipment provided, arranged, organized, conducted, sponsored or authorized by Western Education Adventures, including, but not limited to: mountaineering, rock climbing; hiking; rappelling; belaying; demonstrations; orientation, training and instruction sessions, seminars and courses; use of facilities and equipment; and all other such activities, events or services in any way connected with or related to the Releasees.

ASSUMPTION OF RISKS

I am aware that participating in **climbing activities** involves risks, dangers and hazards including the risk of serious personal injury. These risks, dangers and hazards include, but are not limited to: slips, trips and falls; cuts and abrasions; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; failure of climbing and rappelling equipment including ropes, harnesses, slings, anchor points, climbing holds, or any other equipment associated with or related to climbing, rappelling and belaying; physical exertion, exhaustion, dehydration, hypothermia, altitude sickness or frostbite; encounters with, or injury by, domestic or wild animals; infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact; failing to climb, rappel or belay safely or within one's own ability; negligence on the part of instructors or supervisors or other climbers and rappellers; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CLIMBING ACTIVITIES.**

ACKNOWLEDGEMENT – HELMET

I acknowledge that I have been advised that the participant should wear a helmet while participating in climbing activities. Instruction as to the proper use of the helmet is available from the guides, instructors and/or technicians.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES allowing me to participate in climbing activities and permitting my use of their services, equipment and facilities, and for other good and valuable consideration, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **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 as a result of any aspect of my participation in climbing activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CLIMBING ACTIVITIES;**

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party, resulting from my participation in climbing activities;
- This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia, and shall be within the exclusive jurisdiction of the Courts of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of climbing activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN CLIMBING ACTIVITIES.

Signed this _____ day of _____, 20____.

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| Signature of Participant |
| Signature of Parent or Guardian if participant is under age 19 |

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|--------------------------------------|
| Signature Witness |
| Please print name of witness clearly |