



THE CORPORATION OF THE VILLAGE OF BURNS LAKE

RELEASE OF LIABILITY/WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WARNING: THIS FORM IS AN IMPORTANT LEGAL DOCUMENT THAT EXPLAINS THE RISKS YOU ARE ASSUMING BY BEGINNING AN EXERCISE PROGRAM. IT IS CRITICAL THAT YOU HAVE READ AND UNDERSTAND THIS DOCUMENT COMPLETELY. IF YOU DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT, IT IS YOUR ULTIMATE RESPONSIBILITY TO ASK FOR CLARIFICATION PRIOR TO SIGNING IT. BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, AND YOU WILL ACCEPT FULL LEGAL RESPONSIBILITY FOR ANY INJURY TO YOUR MINOR CHILD. PLEASE READ CAREFULLY.

To: The Corporation of the Village of Burns Lake, and to their respective directors, officers, employees, agents, volunteers, contractors, successors and assigns (collectively the "Releasees").

This agreement relates to the use of the climbing wall, squash and racquetball court, gym, Babine and Decker Room and related equipment and programs at the the Village of Burns Lake Multiplex (the "Multiplex") by yourself, child or children whose names are printed below (the "minor child").

ASSUMPTION OF RISKS

1) Rock Climbing Users: I am aware that the sport of indoor rock climbing has inherent risks, and I have full knowledge of the nature and extent of the risks associated with rock climbing, particulars of which include but are not limited to:

- All manner of injury resulting from falling while using the climbing walls and impacting against climbing wall faces, protruding ledges or wall supports and collision with the floor, any other permanent or temporary fixture, or other persons
- Rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling and other rope techniques;
- Injuries resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers
- Cuts and abrasions resulting from skin contact with climbing panels
- Defective, dangerous or unsafe condition, failure of ropes, harnesses, climbing equipment, anchors or any part of the climbing structure
- My own health or the health of my minor child including overexertion, fatigue, lack of fitness or conditioning
- Negligence on the part of the Releasees in the operation & maintenance of the Multiplex, including failure to adequately supervise activities
- My conduct, the conduct of my Minor Child, and the conduct of other persons while using the Multiplex.

2) Squash and Racquetball Court Users: I am aware that the sport of squash and racquetball have inherent risks, and I have full knowledge of the nature and extent of the risks associated with squash and racquetball, particulars of which include but are not limited to:

- Choosing not to wear the recommended goggles, resulting in injury
- Being hit by ball or racquet, contact with other players, or contact with the walls of the court, as well as the stresses and strains on the body resulting from strenuous athletic activity
- Rough or dangerous play
- My own health or the health of my minor child including overexertion, fatigue, lack of fitness or conditioning
- My conduct, the conduct of my Minor Child, and the conduct of other persons while using the Multiplex.

3) Gym and Fitness Program Users: I am aware that any exercise and/or fitness program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I am also aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death.

I agree that by participating in these physical exercise sessions or personal training activities, I do so entirely at my own risk. This includes, without limitation,

- My use of all amenities and equipment in the Multiplex and any off-site location and my participation in any activity, class, program, personal training or instruction;
- The sudden and unforeseen malfunctioning of any equipment;
- Our instruction, training, supervision or dietary recommendations.



4) Curling Rink Users: I am aware that any curling program is a potentially hazardous activity. I am also aware that curling activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death. I agree that by participating in these physical exercise sessions or personal training activities, I do so entirely at my own risk.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY: In consideration of the Releasees allowing me and my minor child to use the Multiplex or to participate in programs at the Multiplex, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my minor child may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I or my minor child may suffer or that our next-of-kin may suffer as a result of my or my minor child's use of the Multiplex or participation in programs at the Multiplex DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - negligence or breach of any duty of care on the part of the Releasees in respect of the design, construction, selection, installation, maintenance, operation or supervision of the Multiplex including all associated equipment;
 - 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.303. on the part of the Releasees; and
 - the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards associated with the use of the Multiplex, some of which are listed in the Assumption of Risks section of this Agreement.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my or my minor child's use of the Multiplex or participation in programs at the Multiplex.
3. That I am the parent or legal guardian of the minor child and am executing this Agreement with the full intention that this Agreement will be binding upon myself for all legal purposes.
4. Despite the risks and hazards associated with indoor rock climbing and the use of the Multiplex, and fully understanding such risks and hazards, I wish to use the Multiplex and participate in indoor rock climbing at the Multiplex and I FREELY ACCEPT AND FULLY ASSUME all such risks and hazards and the possibility of personal injury, death, property damage and loss to myself and/or minor child resulting there from.
5. That I am not relying on any representations or statements made by the Releasees as to the condition or safety of the Multiplex or as to my or my minor child's use of the Multiplex or participation in programs at the Multiplex other than as contained on this Agreement.
6. That this Agreement shall be effective and binding on my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
7. That 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 law of the Province of BC and that any litigation involving the parties to this Agreement shall be brought solely with the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

| | | |
|--|--|--|
| Date: (dd/mm/yyyy) | Name of Minor #1 (Under 19 years of age): | |
| Printed Name of Adult Participant (19+) or Parent/Guardian of minor | Name of Minor #2 (Under 19 years of age): | |
| Signature of Adult Participant (19+) or Parent/Guardian of minor | Name of Minor #3 (Under 19 years of age): | |