



PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT!!

WARNING: By signing this form, you relinquish your right to bring court action to be compensated for any loss to yourself as well as the right of your personal representative to compensation for the injury or death of the person that signs this agreement.

Best Body Fitness (Climbing Division)

#5 Beju Industrial Drive. Sylvan Lake, AB. T4S 2J4 403-887-7667, fax 403-887-7604

RELEASE OF CLAIMS / WAIVER OF LIABILITY

SECTION A

Initials of participant OR parent if under 18 are required.

WARNING: BY SIGNING THIS AGREEMENT YOU, AND YOUR PERSONAL REPRESENTATIVE GIVE UP YOUR RIGHT TO SUE OR 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 OF BEST BODY FITNESS.

INITIAL HERE



[Empty box for initials]

Initials

I/we hereby acknowledge and agree that while I/we am/are participating in the activities or programs involving the use of any facility, the climbing walls and climbing equipment at Best Body Fitness that:

I/we am/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 :

- 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 any floor or padded flooring, or any other permanent or temporary fixture, or other persons;
- B) rope abrasion, entanglement and other injuries resulting from activities such as climbing, belying, rappelling and other rope techniques;
- C) injuries resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers;
- D) cuts and abrasions resulting from skin contact with climbing surfaces or adjacent walls, desks, furniture and;
- E) failure of ropes, slings, harnesses, climbing equipment, anchor points or any part of the climbing structure.

I/we acknowledge that choosing not to wear a helmet exposes me, as a participant in climbing activities, to increased risks, including, but not limited to, head and brain injuries, facial and eye injuries (including blindness) and death.

I/we will belay only when knowledgeable and experienced and certified by Best Body Fitness at belaying. I/we will not lead climb or belay lead climbers until certified by Best Body Fitness. I acknowledge and agree that certifications by Best Body Fitness do not in any way absolve me from any responsibility that I have as a belayer.

I/we will assume full responsibility for my choice of belayers. I/we will be responsible for poor judgment for any ill chosen belayer.

I/we understand clearly that by signing this release and waiver, I/we am giving up my right to sue and I/we, my/our heirs, executors, assigns and personal representatives, will be forever prevented from suing or making any claim against BEST BODY FITNESS and all its affiliates, its members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors and the Landlord/owner of the building, or anyone or more of them.

RELEASE OF CLAIMS AND WAIVER OF LIABILITY

INITIAL HERE



[Empty box for initials]

Initials

In consideration of the use of the climbing walls, equipment and facilities of the Best Body Fitness Centre, I/we hereby release, waive and discharge Best Body Fitness of all liability for any and all injury, loss to, or death to myself and/or any and all damage or loss to my property, arising from any cause whatsoever, including any negligence or breach of duty of care of Best Body Fitness, or any negligence or breach of duty of care arising from the Occupier's Liability Act RSA 1980 c.0-3.

I/we have full knowledge of the nature and extent of the risks involved in using the facilities at Best Body Fitness, I/we am/are voluntarily assuming the risks involved and in so doing I/we fully understand that I will be solely responsible for any loss or damage I sustain, including loss or damage caused by injury to my person or property or by my death howsoever caused and notwithstanding that same may have been caused or contributed to by the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by Best Body Fitness or that I have been certified by Best Body Fitness.

This Agreement shall be binding on my heirs, executors, administrators, assigns, and personal representatives. I/we am/are executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of Best Body Fitness. I acknowledge having read this entire agreement and the appropriate sections prior to signing it.

Intending to be legally bound, I have signed this RELEASE OF CLAIMS/WAIVER OF LIABILITY this ___ day of ___, 20__.

Do you know how to safely belay (circle one)? YES NO



CIRCLE ONE

If YES, circle one: Top Rope Belay or Lead Belay



DATE HERE

Climber's First Name: _____	Home Ph: (____) _____
Climber's Last Name: _____	Work ph: (____) _____
Address: _____	E-mail: _____
City: _____	Birth Date: Month: _____/Day: _____/Year: _____
Province: _____ Postal Code: _____	Witness (signature): _____
Signature: _____	Witness (printed) _____

SECTION B To be completed by PARENT or LEGAL GUARDIAN for under 18 participants

Participants under 18 years of age MUST have parent or legal guardian read to the minor Section A and complete this section:

I/We, being the parents/legal guardian of _____, hereby agree to the following:
 Child's Name

INITIAL HERE



**Parents
Initials**

- 1) I/We clearly understand that by signing this INDEMNITY and RELEASE I/We are agreeing to indemnify, release and/or totally compensate Best Body Fitness and all its affiliates, its members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/Owner of the building (hereinafter called "Best Body Fitness") from and against all actions, lawsuits, damages, claims, demands, or financial or other loss arising from items which may arise as a result of the minor participating at or on Best Body Fitness, including, without limitation, use of the wall climbing facilities and equipment;
- 2) I/we hereby acknowledge and agree that while the minor is participating in the activities or programs involving the use of the climbing walls and climbing equipment at Best Body Fitness they are susceptible to the inherent risks that are listed in Section A and that I/we have read to the minor, and initialed, and completed the entire Section A on behalf of the minor.

Warning: By signing this agreement you are agreeing to completely indemnify and compensate Best Body Fitness, and all its affiliates, and all the persons associated with it for any loss, financial, or otherwise that it may have as a result of any action with respect to;

 Parent or Legal Guardian Signature

SECTION C (To be completed by a MUST BE ACCOMPANIED CLIMBER and EXPERIENCED CLIMBER)
Acceptance of Responsibility and Indemnification

I, _____, _____, ("the experienced climber"), the undersign agree to the following:
 Experienced Climber (belay 1) Experienced Climber (belay 2)

INITIAL HERE



Initials

- 1) I clearly understand that by signing this INDEMNITY I/we are agreeing to indemnify and/or totally compensate Best Body Fitness and all its affiliates, its members, officers, directors, employees, coaches, instructors, volunteers, agents, independent contractors, and the Landlord/Owner of the building (hereinafter called "Best Body Fitness") from and against all actions, lawsuits, damages, claims, demands, or financial or other loss arising from items which may arise as a result of the Must Be Accompanied Climber participating at or on Best Body Fitness, including, without limitation, use of the wall climbing facilities and equipment;
- 2) I/we hereby acknowledge and agree that while the Must Be Accompanied Climber is participating in the activities or programs involving the use of the climbing walls and climbing equipment at Best Body Fitness they are susceptible to the inherent risks that are listed in Section A and that I/we have read, and initialed, and completed the entire Section A.
- 3) I understand that I am a novice or inexperienced climber and as such I am a "Must Be Accompanied Climber" and I am relying on the knowledge, experience, and judgment of the Experienced Climber to ensure my safety. Prevention of injury/death/loss to myself or property, and my safe and responsible use of Best Body Fitness, and I am not relying on Best Body Fitness for any of these items mentioned above.

 Experienced Climber name Printed (Belay 1)

 Signature:

 Experienced Climber name Printed (Belay 2)

 Signature:

Warning: By signing this agreement you are agreeing to completely indemnify and compensate Best Body Fitness, and all its affiliates, and all the persons associated with it for any loss, financial, or otherwise, that it may have as a result of any action with respect to:

 Must Be Accompanied Climber's name Printed

 Signature:

BBF STAFF ONLY

Date: _____ BBF Employee _____

TR _____ Lead _____ Boulder _____ Test Again _____ Lesson _____