

RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY

Warning: By signing this form you give up your right to bring court action to recover compensation for any injury to yourself or your property or for the death arising out of your use of the climbing facilities.

1. I am aware that the sport of 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:
 - a) all manner of injury resulting from falling and impacting against rock faces or the ground
 - b) rope abrasion, entanglement, and other injuries resulting from activities such as climbing, belaying, rappelling, rescue systems and any other rope techniques
 - c) injuries resulting from rock fall, falling climbers or dropped items such as ropes or climbing hardware
2. I am further aware that use of Equinox facilities has certain additional dangers and risk particulars of which include but are not limited to:
 - a) falling while using the climbing wall, resulting with collision with the floor and/or any protruding holds, ledges, edges, or any permanent or temporary fixtures
 - b) cut and abrasions resulting from skin contact with climbing panels or holds
 - c) failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structure
3. I acknowledge that the option not to wear a helmet exposes me, as a climber, to increased risks.

RELEASE AND WAIVER OF LIABILITY

In consideration of the use of the climbing facilities and equipment from Equinox; I acknowledge the following:

Equinox Outdoor Learning Centre, its' directors, officers, shareholders, members, employees, agents, and independent contractors, hereafter referred to as the "Gym", and each of them are not responsible for any loss or damage sustained by me including loss or damage caused by injury to my person or property or by my death howsoever caused by the gym.

I am not the full age of 19 years, but nonetheless I am aware of the nature and effect of this release of all claims and waiver of liability. I am aware of my right to sue the gym through my next friend in the event that I sustain loss or damage caused by injury to my person or property, and that my person representative can sue the Gym for loss or damage arising out of my death, if the physical injury to my person or property or my death was caused or contributed to by the negligence of or the breach of the duty care prescribed by the Occupiers' Liability Act by the Gym. To the extent allowed by law, I hereby give up this right on behalf of myself personally and on behalf of by heirs, executors, administrators, assigns and next friend in order to use the climbing facilities.

Minors' Signature

Print Name

I am executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of the Gym. I acknowledge having read this entire agreement prior to signing it.

In consideration of the use of the Gym and the climbing equipment by our (son/daughter) herein before described, we, the parents/legal guardians of _____ agree to indemnify and save harmless the Gym as herein before described against and from all actions, damages, claims, and demands which may hereafter be brought against the Gym by or on behalf of our said child in respect of or arising out of any accident, prescribed by the Occupiers Liability Act by the Gym which may result in injury or damage to our child and against any loss arising.

INTENDING TO BE LEGALLY BOUND I have signed this RELEASE AND WAIVER OF LIABILITY this ____ day of _____ 2008.

Participant - Parent/Legal Guardian Signature

Witness

Street Address

City

Province / State

Postal /Zip Code

Telephone Number