



# St. Albert

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## PUBLIC SCHOOLS

### RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**WARNING:**

**By signing this document you will waive certain legal rights, including the right to sue.**

I am aware that the sport of rock climbing involves inherent risks, dangers and hazards, including, but not limited to:

- (a) All manner of injury resulting from falling or impacting against rock faces or the ground;
- (b) Rope abrasion, entanglement, and other injuries resulting from activities such as climbing, belaying, repelling, rescue systems and other rope techniques; and
- (c) Injuries resulting from falling rocks, falling climbers or dropped items such as ropes or climbing hardware.

I am further aware that use of the facilities has certain additional dangers and risks, including, but not limited to:

- (a) Falling while using the climbing wall resulting in collision with the floor and/or protruding holds, ledges, edges, or any permanent or temporary fixture;
- (b) Cuts and abrasions resulting from contact with climbing panels or holds; and
- (c) Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structure.

I hereby acknowledge that the option not to wear a helmet exposes me (as a climber) to increased risks.

I freely accept and assume all such risks, dangers and hazards and possibility of personal injury, death, property damage or loss resulting therefrom to me or my child.

I am executing this agreement freely and voluntarily and hereby acknowledge having read this entire agreement prior to signing it.

In consideration of the use of the climbing facilities and equipment of ST. ALBERT PUBLIC SCHOOL DISTRICT NO. 5565, I hereby agree as follows:

- (a) TO WAIVE ANY AND ALL CLAIMS of every nature and kind at law or in equity or under any statute that I have or may have in the future against the ST. ALBERT PUBLIC SCHOOL DISTRICT NO. 5565, its trustees, employees, agents, volunteers, representatives and independent contractors (hereinafter collectively referred to as the "School");
- (b) To RELEASE THE School from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of my use of the climbing facilities, and equipment due to any cause whatsoever, including negligence on the part of the School;

- (c) TO HOLD HARMLESS (which means to assume the liability inherent in a situation, thereby relieving the other party of responsibility) AND INDEMNIFY (which means to secure or protect against hurt, loss or damage and to reimburse for any loss sustained) the School from any and all liability for any property damage, personal injury to any third party or other financial loss or expense, including legal expenses and costs resulting from the use of the climbing facilities and equipment by me; and
- (d) That this Agreement will be effective and binding upon me, my heirs, next of kin, executors, administrators and assigns in the event of my death.

<b>Date Signed</b>	<b>Student Signature</b>	<b>Witness</b>
<b>PRINT NAME:</b>	<b>Student Name</b>	<b>Witness Name</b>

In consideration of the School permitting my son/daughter (described above) to use the climbing facilities and equipment, I hereby agree as follows:

- (a) TO WAIVE ANY AND ALL CLAIMS of every nature and kind at law or equity or under any statute that I or my child have or may have in the future against the School;
- (b) TO RELEASE THE School from any and all liability for any loss, damage, injury or expense that I or my child may suffer or that my next of kin or legal representatives may suffer as a result of my child's use of the climbing facilities, due to any cause whatsoever, including negligence on the part of the School;
- (c) TO HOLD HARMLESS (which means to assume the liability inherent in a situation, thereby relieving the other party of responsibility) AND INDEMNIFY (which means to secure or protect against hurt, loss or damage and to reimburse for any loss sustained) the School from any and all liability for any property damage, personal injury to any third party or other financial loss or expense, including legal expenses and costs resulting from the use of the climbing facilities and equipment by my child; and
- (d) That this Agreement will be effective and binding upon me, my child, our heirs, next of kin, executors, administrators and assigns in the event of my or my child's death.

This is to certify that I, as parent/guardian with legal responsibility for the Student which has signed above, do consent and hereby agree to his/her release and waiver as provided in this Agreement.

<b>Date Signed</b>	<b>Parent/Guardian Signature</b>	<b>Witness</b>
<b>PRINT NAME:</b>	<b>Parent/Guardian Name</b>	<b>Witness Name</b>