

LEVEL 10 FITNESS INC.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT** (hereinafter referred to as the "Release Agreement") **BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

SIGNATURE OF PARTICIPANT

Name	Last	First	Middle Initial
Address		Street	
City	Prov./State	Posta Code	

**TO: LEVEL 10 FITNESS INC.** and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

**DEFINITION**

In this Release Agreement, the term "**Climbing Activities**" shall include but is not limited to: indoor climbing, wall climbing, top-rope climbing, lead climbing, sport climbing, bouldering, and all activities, services and use of facilities and equipment either provided by or arranged by the Releasees including orientation and instructional sessions or classes, coaching, competitions, isolation for competitions and training.

**ASSUMPTION OF RISKS**

I am aware that participation in Climbing Activities as defined in this agreement, involves many risks, dangers and hazards. These may include, but are not limited to: falling from the wall or other equipment, falls to the ground, impacts with other people, impacts with the wall, the ground or other structures and equipment such as climbing holds, ledges and edges; rope abrasion, entanglement, and other injuries resulting from climbing; equipment failure such as failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structure; variable, difficult or slippery surface conditions; dropped equipment; slipping, tripping and falling on the uneven and variable floor surface; the negligence of other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CLIMBING ACTIVITIES.

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 agreeing to my participation in Climbing Activities and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN CLIMBING ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Climbing Activities;
3. 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;
4. 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 the province of Saskatchewan and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Saskatchewan and shall be within the exclusive jurisdiction of the Courts of Saskatchewan.

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 participating in Climbing Activities, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_ \_\_\_\_

<b>Witness</b>	<b>Signature of Participant</b>
<b>Please print name clearly</b>	<b>Please print name clearly</b>

**I authorize the Participant to engage in Climbing Activities and on my own behalf and on behalf of the Participant I hereby agree to the release of liability, waiver of claims and assumption of risks described in this Release Agreement.**

<b>Witness</b>	<b>Signature of Guardian if Participant is under 19 years of age</b>
<b>Please print name clearly</b>	<b>Please print name clearly</b>