

**CLIMBING GYM**  
**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**  
**AND RELEASE AND INDEMNITY AGREEMENT**

*All participants must fill out and sign this document (PRINT LEGIBLY)*  
*For participants under 18 yrs. of age, participant and parent(s) or guardian(s) must sign below*

Please use **BLUE OR BLACK INK ONLY** to fill out this form.

LAST NAME _____ FIRST NAME _____	
Address _____	
City _____	Province _____ Postal Code _____
Telephone: Home _____	Work _____
Male _____	Female _____
Birthdate _____ (Must fill if under 18 years old)	
Emergency Contact: _____	Telephone: _____

DATE:

**INTRODUCTION**

Please read this Acknowledgment and Assumption of Risks and Release and Indemnity Agreement, including Introduction and Conclusion (the "Document") carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights.

Parent(s) or Legal Guardian(s) (hereafter collectively "parent(s)") of any participating minor (hereafter sometimes "minor" or "child") shall sign this Agreement. Participating minors (those under the age of 18) shall also sign. "I," "me" or other first person references shall include both the parent and the minor, unless the context requires otherwise. References to "participant" include both minor and adult participants.

In consideration of the services of The Banff Centre, its directors, officers, employees, agents, representatives and all other persons or entities associated with it (hereafter collectively "The Banff Centre"), participant, including parent(s) of minor participants, agree as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISKS**

Engaging in climbing activities at The Banff Centre Climbing Gym involves serious risks. These activities vary but can include bouldering, climbing, belaying and rappelling on Banff Centre's artificial climbing walls, with or without The Banff Centre staff present. I (and my parent(s), if I am a minor) acknowledge that participating in climbing activities involves risks. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exist. **These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. The following describes some, but not all of those risks, hazards and dangers:**

- 1) **Risks involved in physical activity.** Activities vary, but can include lifting, climbing, rappelling, belaying, lowering on rope and other rope techniques, and sustained use of a participant's arms and legs.
- 2) **Risks in decision making.** Participants must make judgments and decisions as they participate in climbing activities. The Banff Centre staff also must make judgments and decisions as they teach climbing skills or assist participants. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision-making and conduct, including, without limitation, the risk that a staff member may misjudge a participant's abilities or fitness level.
- 3) **Equipment failure or misuse.** Equipment used includes, without limitation, artificial climbing holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware which may be misused, or which can break, fail or malfunction. This includes participant's personal equipment or equipment rented or borrowed from Banff Centre.
- 4) **Risks regarding conduct.** The potential that I, other participants or third parties (e.g. belayer, rescue squad, hospital) may act carelessly or recklessly or generally fail to exercise care.

Such risks, hazards and dangers associated with rock climbing activities and the use of artificial rock climbing walls include but are not limited to: falling off the wall and hitting any part of the wall, rock faces, being hit by a falling object, hitting something on the floor (whether permanently or temporarily in place), rope abrasion, entanglement, cuts and abrasion resulting from skin contact with the wall. **These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.**

I understand that the above list is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in climbing activities which have not been disclosed to Banff Centre. I represent I am fully capable of participating in these activities without causing harm to me or others and I agree to follow all The Banff Centre rules and regulations. I acknowledge that The Banff Centre staff is available should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of The Banff Centre personnel is no assurance of my safety or the lessening of any of these risks. I acknowledge that The Banff Centre makes no warranties whatsoever as to the condition of the facilities or the equipment.

Climbing is dangerous! In both supervised and unsupervised activities, I acknowledge that all participants are responsible for their own safety. My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks. Therefore, I (and my parent(s), if I am a minor) assume and accept full responsibility for those risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those risks, or resulting from my own negligence or other conduct.

Initial here

### **RELEASE AND INDEMNITY AGREEMENT**

**Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights. Participant, if he/she is an adult, or parent(s), for themselves and on behalf of their participating minor child:**

1. **agree to release and covenant not to sue The Banff Centre**, its directors, officers, employees and agents, with respect to all claims, liabilities, suits or expenses (including lawyers' fees on a solicitor and own client basis), arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's participation in The Banff Centre activities, or use of The Banff Centre's Climbing Gym or other equipment and facilities. **I agree here to waive all claims I may have against The Banff Centre**, its directors, officers, employees and agents, agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against The Banff Centre, its directors, officers, employees and agents, as a result of any injury, damage, death or other loss suffered by me or my child;
2. **agree to defend and indemnify** ("indemnify" meaning protect by reimbursement or payment) **The Banff Centre**, its directors, officers, employees and agents, with respect to all claims, liabilities, suits or expenses (including lawyers' fees on a solicitor and own client basis):
  - (a) brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's participation in The Banff Centre activities, or use of The Banff Centre's Climbing Gym or other equipment and facilities; and
  - (b) brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in Banff Centre activities or using The Banff Centre's Climbing Gym or other equipment and facilities.

**This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of The Banff Centre and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.**

Initial here

### **CONCLUSION**

I agree that this Document, and all other aspects of my relationship with The Banff Centre are governed by Alberta laws. Any proceeding arising out of or relating to my participation in The Banff Centre activities must be filed or entered into only in the Province of Alberta and Alberta laws shall apply.

I authorize The Banff Centre staff to obtain or provide medical care for me/my child or to transport me/my child to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my child's health. I agree that The Banff Centre has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with such medical care and transportation.

Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

Initial here

---

---

**I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon myself and my family and my heirs, executors, administrators, representatives and estate from the date I sign until April 1, 2010.**

*(French Translation)* J'ai lu et compris les règlements et j'accepte volontairement ces règlements qui s'appliquent pour moi, ma famille, mes héritiers, exécuteurs, administrateurs, et mon représentant de domaine à partir de la date de ma signature jusqu'au **1er Avril, 2010**.

*(Japanese Translation)* 私は、上記記述を注意深く読み、内容を理解しました。そして自発的にこの書類にサインし、上記内容が私自身、私の家族、法定相続人、遺言執行者、管財人、そして代理人に対し、本日より2010年4月1日まで適応される事を認めます。

Participant Signature

Date

Print Name Here

Staff Signature

**Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above.**

Parent or Guardian Signature

Date

Print Name Here

*The personal information on this form will be used for the purposes of acknowledgement and assumption of risks and release and indemnity agreement for the Banff Centre Indoor Climbing Gym. It is collected under the authority of the Post-Secondary Learning Act that mandates the programs and services offered by the Banff Centre Sally Borden Building Recreation and Fitness and will be protected by the provisions of the Alberta Freedom of Information and Privacy Act. For inquiries about the collection and use of this information, please contact the Director, Sally Borden Building, Box 1020, Stn 27, Banff AB, T1L 1H5 762-6450*

## The Banff Centre Climbing Gym RULES AND SAFETY POLICIES

Please read the following policies and sign below if you agree to them:

1. Before top-rope belaying, you must pass a top-rope safety test.
2. Before lead belaying and climbing, you must pass a lead climbing safety test.
3. Only The Banff Centre Climbing Gym staff is permitted to teach top-rope or lead climbing in the gym.
4. Do not climb above the marked 12-foot level without a rope. (No body parts above the line!)  
\*for children, feet no higher than their height
5. Anchoring to the floor while top rope belaying is recommended when belaying someone approximately 150% of your weight and for new belayers.
6. Floor anchors should NOT be used for lead belaying.
7. Lying down while belaying is NOT acceptable.
8. Clean footwear must be worn while climbing.
9. There is to be no top-roping on the arch except during courses run by The Banff Centre Climbing Gym.
10. Staff members reserve the right to reject homemade climbing equipment or equipment deemed unsafe.
11. NO food or drinks are permitted in the climbing gym.
12. Please leave all personal belongings in a locker. No items on the gym floor please.
13. Rings and jewelry must be removed and long hair tied back prior to climbing.
14. Please keep your chalk contained within your chalk bag.
15. All persons aged 3 and under are not permitted in the climbing gym except during specified times.
16. All persons aged 15 and under must be supervised by an adult when climbing outside of a registered program.
17. Please notice where your route ends and use the rope closest to that area to avoid pendulum swings.
18. Please communicate your climbing intentions to others when it's busy.
19. Please report anything hazardous to the attention of staff members.
20. If these rules are not respected, your privileges may be reconsidered.

I have carefully read and understand The Banff Centre's Climbing Gym Rules and Safety policies and voluntarily sign this Document and by doing so, I agree to adhere to these rules and safety policies.

*(French Translation)* J'ai bien lu et compris les règles de sécurité du mur d'escalade du Banff Centre Climbing Gym. J'ai volontairement signé ce document, donc j'approuve et j'applique les règlements de sécurité

*(Japanese Translation)* 私は、上記記述を注意深くよみ、バンフセンタークライミングウォールにおける、ルールと安全基準に関するポリシーを理解しました。そのことをここに確認、同意し、自発的に署名します。

---

Participant Signature

---

Date

---

Print Name Here