



## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "Release Agreement")

READ CAREFULLY BEFORE SIGNING. BY SIGNING THIS DOCUMENT, YOU WILL WAIVE LEGAL RIGHTS AND GIVE UP THE RIGHT TO SUE FOR ANY DAMAGES, HOWSOEVER CAUSED.

TO: The Junction Climbing Centre Inc., other participants at 1030 Elias St, London, ON N5W 3P6 (the "Property"), the owners and lessors of the Property, and their directors, officers, shareholders, employees, volunteers, agents, representatives, contractors, sponsoring agencies, sponsors, advertisers, successors and assigns (the "Releasees").

In consideration of the Releasees permitting my entry onto the Property and of my being allowed to participate in any way in The Junction Climbing Centre Inc. program, rock climbing, use of facilities (including the belay equipment, ropes, harnesses, climbing equipment, bouldering areas, lockers, washrooms, and other facilities in the Property or parking facilities outside of the Property), related events and activities at the Property (collectively the "Activities"), the undersigned acknowledges, appreciates, and agrees that;

1. **ASSUMPTION OF RISK:** The Activities involve many inherent risks, dangers and hazards including but not limited to accidents which occur during physical activities, improper use of equipment, incomplete warnings or instructions, loss of balance, entanglement in ropes, slipping, tripping or loss of control, fall from a height, impact with the walls, floor, equipment, climbing holds, mechanical and other failure of equipment, malfunction of equipment, negligence of other attendees and other hazards related to my participation in the Activities, lack of awareness on the part of the Releasees as to my health and ability to participate in the Activities, and negligence on the part of the Releasees, including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of my participation in the Activities. Such risk of injury from the Activities is significant and includes the potential for serious injury, including, without limitation, permanent paralysis and death.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS,** dangers and hazards and the possibility of personal injury, property damage or loss resulting therefrom, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others and assume full responsibility for my participation. I understand that such risks simply cannot be eliminated from the Activities. My participation in the Activities is purely voluntary. I agree to, at all times, inspect my surroundings for possible risk and determine for myself that conditions are acceptable for me to commence or continue my participation in the Activities. I acknowledge that the Releasees are not responsible for active direct supervision of my participation in the Activities. I also agree my attendance, commencing or continuing, indicates acceptance of all hazards involved. I acknowledge that, before commencing the Activities, I will be familiar with and responsible for the correct use of the equipment provided to me by the Releasees and will immediately cease any Activities in the event I am unfamiliar with such proper use of the equipment. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest Releasee immediately. I covenant to fulfill my obligations and obey the Rules, as may be amended from time to time.
3. **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY:** In consideration of the Releasees allowing me to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:
  - a. to waive any and all claims that I have or may have in the future 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 the 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, RSO 1990, c O2, on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of participating in the Activities;
  - b. that the Releasees are not liable or responsible for any damage to, loss or theft of my property; and,
  - c. to hold harmless and indemnify the Releasees from any and all liability for any damage, loss, claim, action, suit or personal injury resulting, directly or indirectly, from my participation in the Activities. I further agree that if despite this Release Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss, liability, damage or cost which may incur as the result of such claim.
4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, legal representatives, assigns and representatives.

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5. 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 Ontario and no other jurisdiction, and any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of Ontario.
6. I understand that a helmet is available to me free of charge, I may choose not to wear a helmet which may increase my risk of injury and if I choose to wear a helmet it is my responsibility to request a helmet or provide a helmet of good and sufficient quality and to use any such helmet properly.
7. By 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 the Activities, other than what is set forth in this Release Agreement.
8. I have read this Release Agreement prior to signing it, have had sufficient opportunity to review its terms, fully understand its terms, and I am aware that by signing this Release Agreement I am waiving substantial legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives, may have against the Releasees. I confirm that I am signing this Release Agreement freely and voluntarily without any inducement, realizing that it is a legally binding document.
9. This Release Agreement shall continue indefinitely but may, at the option of TJCCI, be required to be replaced by the undersigned from time to time.
10. I confirm that I have been provided with an opportunity to request a copy of this Release Agreement.

**Agreement to Follow the Rules of The Junction Climbing Centre Inc. ("TJCCI") (collectively the "Rules"):**

1. I agree that I will not consume any alcohol or any other substance which would impair my sense or judgment prior to or while participating in the Activities and have not consumed any such substances within such time period as may cause impairment during my participation in the Activities.
2. I agree that I will participate in the orientation and safety training from TJCCI staff and completed same to the satisfaction of TJCCI staff. I agree to demonstrate my skills as a top rope and/or lead belayer prior to using any equipment and that I am solely responsible for the upkeep, improvement and retraining of such skills.
3. I agree to promptly report any equipment defects, unsafe situations or injuries that I become aware of to TJCCI.
4. I agree that I will not conduct any climbing lessons or teachings or paid coaching of individuals, except by express written permission of TJCCI.
5. I will not hold TJCCI responsible for any lost or stolen personal belongings.
6. I agree to assume all responsibility for putting on and correctly and safely fastening my climbing equipment. I assume all risk, responsibility and liability in the event that I elect to use my personal climbing equipment and warrant to TJCCI that such equipment has the necessary integrity, has been correctly maintained, put on and used in accordance with its relevant safety and use instructions. I acknowledge TJCCI shall have no liability in respect of the use of my personal climbing equipment in any Activities. TJCCI shall have the right, at any time, to deny the undersigned participation in the Activities in the event that TJCCI, in its sole discretion, determines the undersigned's personal climbing equipment to be hazardous.
7. I agree to assume responsibility for my participation in the Activities and interactions with all Releasees, other patrons and guests of the Property as both a climber and as a belayer.
8. I agree to assume full responsibility for the safety and integrity of the equipment devices I provide when I lead or belay other climbers.
9. I acknowledge and agree that I am responsible for the safety and supervision of any minors whom I have brought to the Property and that I shall directly and actively supervise each such minor during their participation in the Activities.
10. I acknowledge that TJCCI will not tolerate any form of harassment and is committed to the prevention of harassment on the Property involving any person, attendee, staff, volunteers, guests or other individuals at the Property. I agree that I shall not engage in any behaviour that demeans, humiliates or embarrasses a person, and that a reasonable person should have known would be unwelcome, including, without limitation, actions (e.g. unwelcome physical contact such as patting, touching, pinching, hitting, or sexual advances), comments (e.g. jokes, name-calling, sexual remarks), or displays (e.g. clothing). I acknowledge the Ontario Human Rights Code prohibits harassment on the basis of race, ancestry, national or ethnic origin, citizenship, colour, religion, age, sex, marital status, family status, disability, record of offenses, receipt of public assistance, sexual orientation, gender identity or gender expression and agree that I shall take no actions constituting harassment under these rules and any personal harassment not covered by the Human Rights Code, but within the scope of the Occupational Health and Safety Act and any form or ground of harassment prohibited by applicable Ontario provincial law.
11. I acknowledge that the rules of TJCCI may be updated or revised from time to time and that as a condition of my participation in the Activities I agree to fulfil my obligations and responsibilities with respect to these rules and any posted rules on the Property as may be updated and amended from time to time which rules shall form part of the Rules.

**PLEASE PRINT CLEARLY**

*\* The Junction will not share your information with any third parties or send you unsolicited emails.*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

**Participant's Signature (if participant is over 18):**

X \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

**For Participants of Minority Age (Under 18 at the time of Registration)**  
This is to certify that I, as Parent/Legal Court-Appointed Guardian with legal responsibility for this participant, do consent and agree to their release as provided above of all the terms and conditions of the Release Agreement and for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releases from any and all liabilities incident to my minor child's involvement of participation in the Activities as provided above.

**Parent's/Guardian's Signature (if participant is under 18):**

X \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

**Participant's Information (please fill in all fields):**

Street Address: \_\_\_\_\_ City: \_\_\_\_\_ Province/State: \_\_\_\_\_

Country: \_\_\_\_\_ Postal/ZIP Code: \_\_\_\_\_ Birth Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

**Emergency Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Relation: \_\_\_\_\_



Email: \_\_\_\_\_

- How did you hear about the Junction?
- |   |  |
|---|--|
| <input type="checkbox"/> Word of Mouth / Recommendation | <input type="checkbox"/> Radio         |
| <input type="checkbox"/> Invited to a party             | <input type="checkbox"/> TV            |
| <input type="checkbox"/> Community group visit          | <input type="checkbox"/> Facebook      |
| <input type="checkbox"/> Driving by                     | <input type="checkbox"/> Instagram     |
| <input type="checkbox"/> School visit                   | <input type="checkbox"/> Google Search |
| <input type="checkbox"/> Variety of sources             | <input type="checkbox"/> Print Ad      |
|   | <input type="checkbox"/> Other: _____  |

<b>For Junction Use Only</b>
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