

ARQ MOUNTAIN CENTRE INC.

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

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

READ CAREFULLY!!

Initial here to indicate you understand this statement

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TO: ARQ MOUNTAIN CENTRE INC. including all of its principals, servants, agents, contractors, directors, officers, and employees (herein collectively referred to as the "Releasees").

Name	last	first	middle	Date of Birth
Address	Street			
City	Province/State	Code	Country	email:

I.D. Type	I.D. Number	Place of issuance

In this agreement, "Indoor Climbing" shall include climbing, gymnastics, rope sports, balancing, and any other activity offered by the Releasees and participated in by the undersigned.

UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS: I understand and acknowledge that Indoor Climbing involves many risks, dangers, and hazards. Such risks and hazards include, but are not limited to, slips and falls, falls from a height, ropes being improperly attached, ropes and/or harnesses breaking or incorrectly placed or loose hold, bodily injury, spinal cord injury and/or death, strangulation, loss of circulation, fractures, concussions, acts or omissions of others; **the failure to engage in Indoor Climbing safely or within one's ability or within designated areas, lapses in my own attention, acts or omissions of other clients of the Releasees, acts or omissions and what may be considered to be negligence by the Releasees including but not limited to the failure on the part of the Releasees to warn, safeguard or protect me from the risks, dangers, and hazards of Indoor Climbing.**

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE: I or anyone for whom at law I am responsible pursuant to this agreement, am/are in sound physical and mental condition and I and any such persons are able to take part Indoor Climbing, and can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if not covered I can and will personally pay for all such costs which I may incur.

AGREEMENT TO CARE FOR MINORS: I agree that I am solely responsible for the care and supervision of the minor child _____ (the "Minor") whose date of birth is _____, and that I will indemnify and hold harmless the Releasees from any liability for harm suffered by the Minor while engaging in Indoor Climbing. I agree that all references to me in this Agreement shall constitute also references to the Minor. I confirm that I have taken sole legal responsibility for the Minor to the exclusion of the Releasees.

INITIAL or N/A

ACCEPTANCE AND ASSUMPTION OF RISK: I am aware of the risks, dangers and hazards of Indoor Climbing and totally accept all risks and responsibility for damages which I incur, including those listed above as well as those associated with the activities set out above but not foreseeable which may result in damages to myself, my property, or others or their property, including injury and death.

ACCEPTANCE OF PERSONAL RESPONSIBILITY: If I do not completely understand the use of any equipment or the application of any technique or in the completion of any procedure that I am about to engage in or if I do not have sufficient knowledge of the hazards in the location where I will be engaging therein while a client of the Releasees, I acknowledge that it is solely my responsibility to obtain such information and the Releasees are not under any obligation to assist me in this regard.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the services provided to me by the Releasees and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, **I acknowledge and agree that the Releasees are relying upon all of the statements I have made above, and I further agree as follows:**

1. I WAIVE ANY AND ALL CLAIMS that I have or in the future may have against the Releasees **AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities of the Releasees, (ii) my participation in activities arranged in whole or in part by the Releasees, **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 OCCUPIER'S LIABILITY ACT (British Columbia) INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF INDOOR CLIMBING.**

2. I hold harmless and indemnify the Releasees from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which I may cause to any individual or party in the course of my participation in any activity, for any reason.
3. I agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to myself and my property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me by others.
4. This agreement shall be effective and binding upon me, my estate, my legal representatives, and my next of kin as the case may be, for any and all injury, disease, illness, death, and damage.
5. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the law of British Columbia and no other jurisdiction.
6. Any litigation involving parties to this agreement shall be brought solely within British Columbia and shall be in the exclusive jurisdiction of the courts of British Columbia.

Acknowledgment and Acceptance of the Effect of this Agreement: I have read and understand this Agreement and accept that by signing this document I have given up certain legal rights which I or my Heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees other than those set forth in writing in this Agreement.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 20_____.

SIGNATURE	WITNESS SIGNATURE
PRINT NAME CLEARLY	WITNESS NAME

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED, AND WITNESSED PRIOR TO ENGAGING IN ANY ACTIVITIES.