

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT



Personal Information

Name: _____

How did you hear about us? _____

Address: _____ Postal Code: _____

Phone: _____ Email: _____

Emergency Contact Name: _____ Phone: _____

READ CAREFULLY - BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

I am aware that rock climbing, indoor gym climbing, bouldering, yoga, Muay Thai and all instructional sessions (hereinafter collectively referred to as "the activities") involve many risks, dangers and hazards including, but not limited to: falling, mechanical failure of the equipment; loss of balance or control; variable and difficult climbing conditions; collision with walls, climbing holds, exposed or hidden structural supports or beams, or the floor; other injuries resulting from activities on or near the climbing wall such as, but not limited to climbing; Injuries resulting from falling climbers or dropped items, such as, but not limited to climbing hardware or wall parts; failure of climbing holds, anchor points, or any part of the climbing wall; collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other climbers and/or other persons; and negligence on the part of The Cave or its staff, including the failure on the part of The Cave or its staff to safeguard or protect me from the risks, dangers and hazards of the activities.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

[_____] Initials

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of The Cave accepting my application for admission and/or membership, and permitting my use of its gym facilities, washrooms, change rooms, studio, training areas, climbing shoes, free weights and exercise equipment, bouldering areas, mezzanine, and any other facilities in the gym or the parking facilities outside of the gym (hereinafter referred to as "the facilities"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against The Cave, and its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (all of whom are hereinafter collectively referred to as "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 resulting from either my use of or my presence on the facilities or travel due to any cause whatsoever, including

negligence, breach of contract, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of equipment, or poor design or placement of any equipment, including but not being limited to bolt hangers or anchors, or breach of any statutory or other duty of care, including any duty of care under the Occupiers Liability Act, R.S.O. 1990, Chapter O.2 on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of the activities referred to above;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities;

3. This 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 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 laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

5. By entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the activities other than what is set forth in this Agreement.

6. This Agreement shall apply to all subsequent admissions or membership renewals.

RELEASE AGREEMENT FOR PHOTOGRAPHY/VIDEO:

I hereby consent to the use of photography and/or video footage by The Cave. I understand that such material may be used for promotion of future events, social media, website, newsletter, or other means of publication. I further understand that this consent may be withdrawn by me at any time by way of written notice. I give this consent voluntarily.

[_____] Initials

Additional Terms and Conditions:

1. I will not consume any alcohol or any other substance which would impair my senses or judgment prior to or while using these facilities.
2. I understand that climbing/yoga/Muay Thai privileges will be revoked in the event that I engage in any activity deemed unsafe by the staff.
3. I will not hold The Cave responsible for any lost or stolen personal belongings.
4. All climbers must promptly report any equipment defects, unsafe situations, or accidents.
5. Formal or informal teaching or coaching of individuals or groups may only be done by The Cave Staff, except by special arrangement. In such event, The Cave assumes no responsibility for lessons taught by others.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND THIS ENTIRE AGREEMENT INCLUDING THE PRECEDING PAGES AND I AM AWARE THAT BY SIGNING THIS 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.

Date: _____ **Signature** [_____]

For climbers under age 18: Parent(s) or Court-Appointed Legal Guardian(s) must sign below and agree that they and the minor are subject to all the terms of this document as set forth above.

Name: _____ **Phone:** _____

Date: _____

Signature of Parent/Guardian: [_____]