

# Dalhousie University Athletics and Recreational Services

## ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY, AND AGREEMENT TO INDEMNIFY

**Please note:** Youth under 12 must be accompanied by an adult at all times in the Rock Court, unless registered in a climbing program.

**Warning:** By signing this form, you give up your right to bring legal action against Dalhousie for any injury to yourself or your property or for your death arising out of your use of the climbing facility and/or climbing equipment supplied by Dalhousie. You also agree to compensate Dalhousie University for losses it may suffer as a result of your inappropriate use of its climbing facility and/or climbing equipment:

### ACKNOWLEDGMENT OF RISK

**I ACKNOWLEDGE AND AGREE THAT** while I am participating in activities or programs involving the Dalhousie University climbing facility and/or climbing equipment supplied by Dalhousie:

1. I am aware that the sport of rock climbing has inherent risks and I have full knowledge of the nature and extent to the risks associated with rock climbing particulars of which include but are not limited to: (a) all manner of injury resulting from falling and impacting against rock faces or the ground; (b) rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling, rescue systems and any other rope techniques; (c) injuries resulting from rockfall, falling climbers or dropped items such as ropes or climbing hardware.
2. I am further aware that the use of the Dalhousie University climbing facility and/or climbing equipment has certain additional dangers and risks including but not limited to: (a) falling while using the facility, resulting in collision with the Dalplex floor and any protruding rocks, ledges, edges, railing or any other permanent or temporary fixtures; (b) cuts and abrasions resulting from skin contact with climbing panels; (c) failure of ropes, slings, harnesses, climbing hardware, anchor points or any other part of the climbing structure.
3. I am further aware that while use of equipment (including but not limited to harnesses, shoes, and helmets) not supplied by Dalhousie is permitted, that Dalhousie makes no warranties or representations about the condition of any such equipment and therefore that the use of equipment not supplied by Dalhousie may expose me, as a climber, to increased risk.
4. I confirm that I am physically and mentally capable of participating in all Dalhousie Climbing Facility activities. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity or using the equipment, I am obligated to cease participation in the activities immediately.

**WAIVER OF LIABILITY & INDEMNITY**

**I ACKNOWLEDGE AND AGREE THAT** in consideration of my use of Dalhousie University’s climbing facility and/or climbing equipment:

1. I will waive any and all claims that I have or may have in the future against Dalhousie University, its officers, employees, agents, representatives, independent contractors and assigns (the “Releasees”) from any and all liability for losses, damages, expenses, demands and claims arising out of or in connection with injury (including death) or damage to property that I, or my next of kin, may suffer as a result of my use of the climbing facility and/or equipment, due to any cause whatsoever including NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.
2. I will hold harmless and indemnify the Releasees from any and all liability for any loss, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons and to all property, in any way sustained as a result of activities in which I engage which are beyond the scope of those activities approved by any way unstained as a result of activities in which I engage which are beyond the scope of those activities approved by Dalhousie University in connection with the use of the climbing facility and/or equipment.
3. This agreement shall be effective and binding on my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity.

**AGREEMENT TO ABIDE BY THE RULES AND REGULATIONS**

**I ACKNOWLEDGE AND AGREE TO** abide by the rules and regulations of the Dalhousie University climbing facilities as posted on the wall of the climbing gym. A written copy of the rules and regulations will be made available upon my request.

**I ACKNOWLEDGE AND AGREE THAT** I have completed the Dalhousie Rock Court orientation as directed by a Dalhousie Rock Court staff member. I understand the information provided to me during the orientation and will follow the instructions given to me by the staff member. I understand that failure to follow these rules and regulations may result in inability to use the Dalhousie University rock climbing facilities in the future.

**I HAVE READ AND UNDERSTAND THE PRECEDING STATEMENTS; AND I HAVE SIGNED THIS DOCUMENT OF MY OWN FREE ACT**

Signature:	Date:
Name (printed):	Phone Number:

If climber is under the 19 years:

Signature of legal guardian:	Date:
Name of participant (printed):	Phone Number: