

**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**

PLEASE READ CAREFULLY!

INITIAL

NAME		HOME PHONE		BUS. PHONE	
ADDRESS		CITY	FAX	EMAIL	
PROV./STATE	COUNTRY	POSTAL CODE	DATE OF BIRTH	AGE	

TO: GREAT WALL CLIMBING ADVENTURES INC., doing business as The Core Climbing & Fitness Centre (hereinafter "the Operator") Whistler Resort Association doing business as Tourism Whistler, **ALL ASSOCIATED BOOKING AGENTS, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, CAPILANO HIGHWAY SERVICES LTD.** and their directors, officers, employees, instructors, assistant instructors, guides, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively the "Releasees")

AND TO: (List additional releasees when applicable) _____ initial

DEFINITIONS

In this agreement the term "climbing activities" shall include any activity, event or service provided, arranged, organized, conducted, sponsored or authorized by the Operator including, but not limited to: climbing; rappelling; belaying; competitions; demonstrations; orientation and instruction sessions, seminars and courses; travel and transportation to and from areas used for climbing activities; and all other such activities, events or services in any way connected with or related to the Operator.

ASSUMPTION OF RISKS

I am aware that climbing activities involve risks, dangers and hazards including the risk of serious personal injury. These risks, dangers and hazards include, but are not limited to: accidents which occur during travel or transportation to and from areas used for climbing activities; falls, cuts, abrasions; failure of climbing and rappelling equipment including ropes, harnesses, slings, anchor points, climbing holds, or any other equipment associated with or related to climbing and rappelling; failing to climb or rappel safely or within one's own ability; negligence on the part of instructors or guides or other climbers and rappellers; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CLIMBING ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CLIMBING 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the OPERATOR allowing me to participate in climbing activities and permitting my use of their climbing walls, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have 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 any aspect of my participation in climbing 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CLIMBING ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage of, or personal injury to, any third party as a result of any aspect of my participation in climbing activities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

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

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, 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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__.

Witness
Please print name clearly

Signature of Applicant
Signature of Parent or Guardian if Applicant under 19 years