

GREAT WALL CLIMBING ADVENTURES 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
PLEASE READ CAREFULLY!**

INITIAL

TO: **GREAT WALL CLIMBING ADVENTURES INC.**, doing business as Whistler Core Climbing and Fitness Centre (hereinafter the "Operator"), **Whistler Resort Association** doing business as Tourism Whistler and their directors, officers, employees, instructors, assistant instructors, agents, independent contractors, subcontractors, representatives, guides, volunteers, supervisors, successors and assigns (hereinafter collectively the "Releasees").

AND TO: (List additional releasees when applicable) _____

INITIAL

DEFINITIONS

In this agreement the term "gym 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; yoga, personal training, nutritional consulting or fitness classes of any type; cardiovascular or strength training activities, including the use of exercise machines, weights or any other equipment; competitions; demonstrations; orientation and instruction sessions, seminars and courses; travel and transportation to and from areas used for gym 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 gym activities involve risks, dangers and hazards including the risk of serious personal injury or death. These risks, dangers and hazards include, but are not limited to: accidents which occur during travel or transportation to and from areas used for gym activities: falls, cuts, abrasions; defects in or mechanical 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, rappel or exercise safely or within one's own ability; bruises, muscle strains or tears, overexertion, fatigue, dehydration; defects in or mechanical failure of the exercise machines, weights or any other equipment associated with or related to fitness activities including treadmills, bikes, stairmasters and spin cycles, straps, seats, electrical chords, handles, tracks and pedals; negligence on the part of instructors, supervisors, other climbers, rappellers or others engaged in fitness activities; 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 GYM ACTIVITIES.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES allowing me to participate in gym activities and permitting my use of their climbing walls, equipment, gym and other facilities and services, 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 my participation in gym 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 GYM ACTIVITIES REFERRED TO ABOVE;

INITIAL

- 2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage of, personal injury to or death of, any third party as a result of any aspect of my participation in gym 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 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 on any oral, visual or written representations or statements made by the Releasees with respect to the safety of gym activities, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

SIGNATURE OF APPLICANT

WITNESS

SIGNATURE OF PARENT OR GUARDIAN IF APPLICANT UNDER 19 YEARS