

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

(Hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initials

TO: WALLNUTS INC. and its directors, officers, employees, instructors, assistant instructors, guides, agents, suppliers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively referred to as the "**RELEASEES**").

Last Name		First Name		Middle Initial
Street		Postal Code	City	
Prov/State		Country		
Cell Phone:	Home Phone:		Work Phone	
Birthdate DD/MM/YYYY	Email:			Mail and Email: Y N
Emergency Contact Name:		Emergency Contact Number:		

DEFINITION

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

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: 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 supervisors or other climbers and rappellers; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS 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 OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES 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:

- 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 ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF CLIMBING ACTIVITIES REFERRED TO ABOVE;**
- 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 participation in climbing activities;
- This Release 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;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Newfoundland and Labrador and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Newfoundland and Labrador, and shall be within the exclusive jurisdiction of the Courts of the Province of Newfoundland and Labrador.

In entering into this Release Agreement I am not relying on 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 Release 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_____.

PARTICIPANT SIGNATURE
PRINT CLEARLY

WITNESS SIGNATURE
PRINT CLEARLY

PARENT/GUARDIAN SIGNATURE <small>IF PARTICIPANT IS UNDER 19</small>
PRINT CLEARLY

THIS RELEASE AGREEMENT MUST BE COMPLETED IN FULL IN BLUE OR BLACK INK, DATED, SIGNED AND WITNESSED PRIOR TO CLIMBING WITH US. PARTICIPANTS UNDER THE AGE OF 19 MUST HAVE A PARENT OR LEGAL GUARDIAN (APPOINTED BY THE COURTS) SIGN ON THEIR BEHALF. THE RELEASEES RESERVE THE RIGHT TO REFUSE TO ACCEPT ANY RELEASE AGREEMENT THAT DOES NOT COMPLY WITH THESE REQUIREMENTS.