

of **Rock and Chalk** Ltd

Indoor Rock Climbing

482 Ontario Street, Newmarket, Ontario L3Y 2K7

Phone: 905-895-7625 Toll Free: 1-888-248-7625 Fax: 905-895-5910

Email rockandchalk@hotmail.com

Acknowledgement of Hazard, assumption of risk and waiver of liability: In consideration of my being allowed to use **Of Rock and Chalk Ltd.** climbing walls and related facilities every visit I make, I, the undersigned, hereby agree to and acknowledge the following:

Assumption of Risk: I, the undersigned, acknowledge and agree that observing or participating in the activities sponsored and or offered by **Of Rock and Chalk Ltd.** has inherent risks, including but not limited to lead climbing, lead belaying, top roping, bouldering. These risks include but are not limited to:

- All manner of injury resulting from my falling off or from the climbing wall and hitting the floor, wall faces, people or rope projections, whether permanently or temporarily in place;
- Rope abrasions, entanglement and other injuries resulting from activities on or near the climbing wall including, but not limited to, climbing, belaying, rappelling, lowering on ropes, rescue systems, and any other rope techniques;
- Injuries resulting from falling climbers or dropped items, including, but not limited to, ropes and climbing hardware;
- Cuts and abrasions resulting from skin contact with the climbing wall or any other surfaces;
- Failure of ropes, slings harnesses or climbing holds
- Failure to follow **Of Rock and Chalk Ltd.** instructions or failure to ask for information;
- Ill chosen belayer.

Release: I hereby release and discharge **Of Rock and Chalk Ltd.**, its owners, affiliates, agents, employees, volunteers, and landlords, and their successors and assigns, from any and all liabilities, suits, claims, and demand actions or damages (including attorney fees and disbursements) incurred by me arising out of the use or intended use of the climbing walls, including without limitation all claims for property damage, personal injuries or wrongful death. This release is binding on my heirs, assigns, and agents.

Indemnification: I hereby agree to indemnify and hold harmless **Of Rock and Chalk Ltd.**, its owners agents, employees, volunteers, and landlords, and their successors and assigns from any and all causes of action, claims, demands, losses and costs of any nature whatever arising out of or in any way relating to my use of the climbing facility. This indemnification is binding on my heirs, assigns and agents.

Agreement to follow safety policies: I accept full responsibility for my own safety while on the premises of **Of Rock and Chalk Ltd.** or its affiliates. I agree to abide by and help to enforce the following safety policies:

- Unbelayed climbing is prohibited except in designated Bouldering Areas. Bouldering is permitted below the 10 foot level.
- Climbers assume full responsibility for their own climbing gear used in **Of Rock and Chalk Ltd.** including but not limited to, ropes, harnesses, belay devices, carabiners, quick draws, and bolt hangers.
- Climbers will belay only when knowledgeable and experienced at belaying, having been certified by **Of Rock and Chalk Ltd.**
- Climbers will tie the rope directly into their harness with a figure eight follow through knot with a fisherman's safety knot.
- Climbers must inform **Of Rock and Chalk Ltd.** and all other climbers of any situation seen as unsafe or not in accordance with the Safety Policies.
- All accidents or equipment damage must be reported immediately
- I acknowledge that the option not to wear a helmet may expose me, as a climber, to increased risks.
- **Of Rock and Chalk Ltd.** reserves the right to deny access to its facilities to any individual permanently or for a specified period of time for any breach of any of the Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

Climber information:

First Name: _____ Last Name: _____
Address: _____ Town: _____ Prov: _____ Postal Code: _____
Phone: _____ Email Address: _____
Birthdate: ____/____/____
 dd mm yy

Section A: for Climbers who are 18 years of age or older:

I am the full age of 18 years. I am executing this release and waiver of liability freely and voluntarily. I acknowledge that I have read this entire agreement prior to signing it. Intending to be legally bound I have signed this Acknowledgement of Hazard, Assumption of Risk and Waiver of Liability this _____ day of _____, 20_____.

Signature

Print Name Clearly

Section B: to be signed by parent/legal guardian of Climber under 18 years of age. In consideration of the use of climbing walls and equipment at **Of Rock and Chalk Ltd.** for every visit by our child/ward we the parents/legal guardians of _____ agree to indemnify and save harmless **Of Rock and Chalk Ltd.** against and from all actions, damages, claims, and demands which may hereafter be brought against **Of Rock and Chalk Ltd.** by or on behalf of our said child/ward in respect of or arising out of any accident that may occur from our child/ward's use of the facility. I acknowledge that I have read this entire agreement prior to signing it.

Intending to be legally bound I have signed this Acknowledgement of Hazard, Assumption of Risk and Waiver of Liability this _____ day of _____, 20_____.

Signature of Parent or Guardian

Name of Parent or Guardian (please print clearly)