**DISCLAIMER**

The Governors of the University of Alberta, Faculty of Physical Education and Recreation, their officers, directors, employees, volunteers, members and representatives (hereafter referred to as “The University”) are not responsible for any death, injury, loss or damage of any kind suffered by any person while participating/utilizing the U of A Climbing Wall and all related activities, caused in any manner whatsoever, including the negligence of the University.

**ASSUMPTION OF RISKS**

In consideration of the University allowing my use of the University of Alberta Climbing Centre (INCLUDING THE RISK OF SEVERE OR FATAL INJURY), these risks include, but are not limited to:

- All manner of muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from falling and hitting the floor, climbing wall faces, protruding holds or ledges, or other climbers;
- Rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling, rescue systems and any other rope technique;
- Injuries resulting from failure of ropes, slings, harnesses, climbing hardware, anchor points and any part of the climbing structure;
- Injuries resulting from falling climbers or dropped items such as ropes or hardware and climbing holds;
- Cuts and abrasions from skin contact with climbing panels and various holds, ledges, edges and any fixtures, including injuries to the joints and knuckles of my hands.

I acknowledge that if I choose not to wear a helmet while using the University of Alberta Climbing Centre and climbing equipment that I am exposed to an increased risk of injury.

**RELEASE OF LIABILITY AND INDEMNIFICATION**

In consideration of the University allowing my use of the Climbing Wall, I agree:

- **TO ASSUME AND ACCEPT ALL RISKS** arising out of, associated with or related to my use of the Climbing Wall, even though such risks may have been caused by the negligence of the University;
- **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** which I might sustain while using the Climbing Wall, even though such injury, loss or damage may have been caused by the University;
- **TO HOLD HARMLESS, INDEMNIFY AND RELEASE** the University from liability for any and all claims, demands, actions and costs which might arise out of my use of the Climbing Wall, even though such claims, demands, actions and costs may have been caused by the negligence of the University.

**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon me, my heirs, executors, administrators and representatives.

Signed this __________ day of __________________, 20_________ at EDMONTON, ALBERTA.

Signature of Participant

Signature of Witness

Printed Name of Witness

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**Protection of Privacy** – The personal information requested on this form is collected under the authority of Section 33(c) of the Alberta Freedom of Information and Protection of Privacy Act and will be protected under Part 2 of that Act. It will be used for the purpose of implementing this Agreement. Direct any questions about this collection to: Policy and Governance Branch, Service Alberta, 3rd Floor Commerce Place, 10155 – 102 Street NW, Edmonton Alberta, Canada T5J 4L4