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Climbers Name: _____

ST. ALBERT PROTESTANT SCHOOLS

SIR GEORGE SIMPSON SCHOOL

MARK DELAURIER MEMORIAL CLIMBING WALL

RELEASE OF ALL CLAIMS AND WAIVER OF LIABILITY

I HEREBY ACKNOWLEDGE AND AGREE THAT while I am participating in the activities or programs involving the use of the Sir George Simpson School climbing wall and climbing equipment:

1. I am aware that the sport of rock climbing has inherent risks and I have full knowledge of the nature and extent of the risks associated with rock climbing, particulars of which include but are not limited to:
 - a) all manner of injury resulting from falling and impacting the ground
 - b) rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling, rescue systems and any other rope techniques
 - c) injuries resulting from falling climbers or dropped items such as ropes or climbing hardware
2. I am further aware that the use of the Sir George Simpson School climbing wall has certain additional dangers and risks, particulars of which include but are not limited to the following:
 - a) falling while using the climbing wall, resulting in collision with the floor and any protruding rocks, ledges, edges or any other permanent or temporary fixtures
 - b) cuts and abrasions resulting from skin contact with climbing panels
 - c) failure of ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing structure
3. I acknowledge that the option not to wear a helmet exposes me, as a climber, to increased risks

RELEASE AND WAIVER OF LIABILITY

In consideration of the use of the climbing room and the climbing equipment from the Sir George Simpson School, I acknowledge the following:

St. Albert Protestant Schools, its members, officers, employees, students, agents, and independent contractors (hereafter referred to as the Board) and each of them are not responsible for any loss or damage sustained by me including loss or damage caused by injury to my person or property or by my death howsoever caused and notwithstanding that same may have been caused or contributed to by the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. O-3 by the Board.

I have full knowledge of the nature and extent of the risks involved in using the climbing wall. I am voluntarily assuming the risks involved and in so doing I fully understand that I will be solely responsible for any loss or damage I sustain, including loss or damage caused by injury to my person or property or by my death howsoever caused and notwithstanding that same may have been caused or contributed to by the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3 by the Board.

I agree to relieve the Board of all liability for all loss or damage arising from any cause whatsoever including the negligence of or the breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3. I hereby exempt the Board from the legal consequence which would otherwise flow from their negligence or their breach of the duty of care prescribed by the Occupiers' Liability Act RSA 1980 c. 0-3.

"I hereby release, waive and discharge the Board from all liability to myself, to my heirs, executors, administrators and assigns for all loss or damage and any claims or demands for such loss or damage on account of or arising out of my death or injury to my person or damages to my property whether caused by the negligence of or the breath of duty of care prescribed by the Occupiers' Liability Act, RSA 1980 c. 0-3 by the Board or otherwise, and I further agree not to sue the Board.

"I am not of the full age of 18 years, but nonetheless I am aware of the nature and effect of this release of all claims and waiver of liability. I am aware of my right to sue the Board through my next friend in the event that I sustain loss or damage caused by injury to my person or property, and that my personal representative can sue the Board for loss or damage arising out of my death. If the physical injury to my person or property or my death was caused or contributed to by the negligence of or the breach of duty of care prescribed by the Occupiers' Liability Act, R.S.A. 1980 c. 0-3 by the Board. To the extent allowed by law, I hereby give up this right on behalf of myself personally and on behalf of my heirs, executors, administrators, assigns and next friend in order to use the climbing wall."

"I am executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of the Board. I acknowledge having read this entire agreement prior to signing it."

Minor's Signature

In consideration of the use of the supervised climbing wall and the climbing equipment by our (son/daughter) hereinbefore described, we, the parents/legal guardians of _____ agree to indemnify and save harmless the Board as hereinbefore described against and from all actions, damages, claims and demands which may hereafter be brought against the Board by or on behalf of our said child in respect of or arising out of any accident, whether caused by negligence or by the breach of duty of care prescribed by the Occupiers' Liability Act, R.S.A. 1980 c. 0-3 by the Board which may result in injury or damage to our child and against any loss arising therefrom.

"I am executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of the Board. I acknowledge having read this entire agreement prior to signing it."

INTENDING TO BE LEGALLY BOUND I have signed this RELEASE AND WAIVER OF LIABILITY

This ____ day of _____ 20____.

Witness

Parent/Legal Guardian Signature