

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

***PLEASE READ CAREFULLY!***

SIGNATURE OF CLIMBER

## Tour de Frank Bouldering Festival Waiver

|             |      |       |         |
|-------------|------|-------|---------|
| <b>Name</b> | Last | First | Initial |
|-------------|------|-------|---------|

**TO:** **SOUTHERN ALBERTA BOULDERING ASSOCIATION (SABA)**, and its directors, officers, instructors, assistant and guest instructors, coaches, sponsors, leaders, members, volunteers, agents, independent contractors, subcontractors, representatives, successors and assigns, participants and organizations participating in or connected with the Tour de Frank Bouldering Festival (hereinafter collectively referred to as the "**RELEASEES**").

### DEFINITIONS

In the Release Agreement the term "Tour de Frank" shall include all include all activities, transportation, events and services provided by, arranged, organized, conducted, sponsored or authorized by the Releasees in connection with the **Tour de Frank Bouldering Festival**, an outdoor climbing festival occurring in the Frank Slide, Alberta. The Tour de Frank is understood to involve Climbing Activities, as defined below.

The term "Climbing Activities" shall include but is not limited to all activities related to the climbing activity of bouldering, hiking through the Frank Slide area to approach specific boulders, assisting other climbers, falling while climbing, jumping or otherwise descending from boulders, carrying of climbing pads or other equipment, or any other action associated with participating in the sport of bouldering or travel through a rock slide climbing area

### ASSUMPTION OF RISKS – OUTDOOR ROCK CLIMBING, BOULDERING, AND WILDERNESS TRAVEL

1. I am competent to make any determination respecting my participation in the Tour de Frank. I am always aware that it is my sole responsibility to assess whether I am physically and mentally capable of participating in Climbing Activities.
2. I am are aware that participating in Climbing Activities involves many risks, dangers and hazards. I assume the risk and responsibility of these risks, dangers and hazards which may include but are not limited to: Risk of injury or death from rock climbing being an inherently dangerous activity, Risk of injury or death by my own negligence and/or the negligence of others, including the Releasees, Risk of injury or death, including but not limited to inflammation and/or strains of muscles, ligaments, and/or tendons, nerve damage or compression, severe injury to the head, spine and neck, and broken bones, Risk of injury or death resulting from travel to and from Climbing Activities. Risk of injury or death associated with cold weather and heat related injuries and illness including but not limited to sunburn, hypothermia and dehydration, Risk of injury or death associated with exposure to outdoor elements, including but not limited to rock fall, inclement weather, lightning, high winds, temperature or weather conditions, Risk of injury or death associated with attacks by or encounters with insects and/or other wildlife, Accidents or illness occurring in remote places where there are no immediately available medical facilities. , Risk of injury or death associated with lack of a sense of balance, physical coordination, and; Risk of injury or death associated with activities related to travel through a rock slide area such as the Frank Slide, including but not limited to large rocks moving, crushing, trapping, or otherwise causing injury
3. I am solely responsible for my decision to participate in the Tour de Frank and to sign this Release Agreement. I have not been persuaded or influenced in any way to participate in Tour de Frank or to sign this Release Agreement. No representations or warranties have been made to me regarding any matter, including but not limited to, the risks, hazards, or conditions regarding my/their abilities to participate in the Tour de Frank or Climbing Activities.
4. I agree that the Releasees are not responsible in the event of loss, damage, unauthorized use, theft, or injury/death resulting from and to any personal property that I bring to the Tour de Frank or Climbing Activities.

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*Date*