## 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

Name			
	Last	First	Initial

TO:

SOUTHERN ALBERTA BOULDERING ASSOCATION (SABA), and its directors, officers, instructors, assistant and quest 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.

### NON-SCHEDULED OR EMERGENCY EVACUATION, RESCUE OR FIRST AID

5. I acknowledge and agree that all expenses associated with non-scheduled or emergency evacuation, rescue or first aid will be my responsibility and will not be covered by the Releasees.

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.

Initial:

#### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me or my child to participate in the Tour de Frank and Climbing Activities I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that or my child have or may have in the future have against THE RELEASES and TO RELEASE THE RELEASES 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 my participation in the Tour de Frank, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANDY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME, OR MY CHILD, FROM OR WARN ME, OR MY CHILD, OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE TOUR DE FRANK OR CLIMBING ACTIVITIES
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury (including death) to any third party resulting from my participation in the Tour de Frank or Climbing Activities;
- 3. 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;
- 4. 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 Alberta and no other jurisdiction; and
- 5. Any litigation involving the parties to the Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

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 participating in the Tour de Frank or Climbing Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AGREE TO THE TERMS CONTAINED THEREIN, AND I AM WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF MYSELF OR MY CHILD WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

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IF PARTICIPANT IS A MINOR				
Information of Minor				
Name of Minor (First and Last)	Gender	Date of Birth		
Parent/Guardian Information				
Parent or Guardian Name (First and Last)	Relation to Minor	Date of Birth		

I HAVE READ AND UNDERSTOOD THE RELEASE AGREEMENT AND I AGREE TO BE BOUND BY THE CONDITIONS CONTAINED THEREIN.