



Shuswap Gym of Rock INC. WAIVER FORM (Minor)

Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement (the "Agreement") Please note that by signing the Agreement, you waive the right to sue for any injury or damages, howsoever caused.

PARTICIPATION DATES: March 17, 2022

To: Shuswap Gym of Rock INC. and its directors, officers, employees, representatives and agents (collectively called the "Company").

I hereby certify that I am the adult parent or legal guardian of _____, (the "Participant") a minor child under the age of eighteen years, born _____, and I consent to their participating in activities and using equipment provided by Shuswap Gym of Rock INC.

I, _____ hereby sign the Agreement on behalf of myself, my personal representatives, heirs and assigns. I acknowledge and agree that participating in or observing the activities sponsored and/or offered by Company including but not limited to indoor rock climbing, top roping, lead climbing, auto belaying and bouldering (the "Activities"), has inherent risks that may cause serious injury or death. The inherent risks include but are not limited to:

1. Injuries or death resulting from falls of persons who may come into contact with the Participant;
2. Injuries or death resulting from falls in which the Participant may come into contact with other persons, walls, structures, ropes, the ground and/or other objects;
3. Injuries or death resulting from acts or omissions, negligence, error or lack of adequate training by the Participant, Company or a third party; or
4. Injuries or death resulting from the failure or negligent misuse of the facility, climbing walls, or any equipment of Company.

I fully understand the inherent risks associated with the Participants participation in or observing of the Activities and I ASSUME COMPLETE RESPONSIBILITY and liability for those risks and for the injuries that may occur as a result of these risks, EVEN IF injuries occur in a manner that is NOT FORSEEABLE at the time I sign the Agreement. I realize that by voluntarily assuming the risks involved, I will be SOLELY RESPONSIBLE for any loss or damage the Participant or I sustain, including PERSONAL INJURIES to the Participant, damage to their property, or damages arising out of their death.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate at Shuswap Gym of Rock INC., the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,



2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for the participation of the Participant; and,
3. The Participant willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, they observe and any unusual or significant hazard during their presence or participation, they will remove themselves from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Shuswap Gym of Rock INC. their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

ATTESTATION OF HEALTH

By signing this document, I attest that every time the Participant enters Shuswap Gym of Rock INC. to the best of my and their knowledge, neither the Participant nor any member of their household:

- Are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- Have not traveled internationally within the last 14 days.
- Have not traveled to a highly impacted area within Canada in the last 14 days.
- Have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 or other communicable disease.
- Have not been diagnosed with Coronavirus/Covid-19 or other communicable disease and not yet cleared as noncontagious by local public health authorities.

The Participant is following all CDC recommended guidelines as much as possible and limiting their exposure to the Coronavirus/COVID-19 and other communicable diseases.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I agree that by signing the Agreement, I waive the right to sue for any injury or damages, howsoever caused, as a precondition to the Participants participation in all Activities. In further consideration of Company permitting the Participant to participate in the Activities, I agree that I will be strictly bound by the terms of the Agreement.

Parent/Guardian Name Printed

Today's Date

Signature of Parent/Guardian

Parent/Guardian Phone Number