

**Thompson Rivers University
Adventure Studies Department
Climbing Gym Instructor Course**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND
JURISDICTION AGREEMENT**
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

Initial

Please Print

Name:

Address:

TO: THOMPSON RIVERS UNIVERSITY
(hereinafter referred to as "TRU")

AND TO: THE ASSOCIATION OF CANADIAN MOUNTAIN GUIDES
(hereinafter referred to as "ACMG")

DEFINITIONS:

In this agreement:

- a) the term "**CLIMBING**" shall apply to "**sport climbing,**" "**indoor gym climbing,**" "**indoor artificial wall climbing,**" "**outdoor artificial wall climbing,**" and "**rock climbing.**"
- b) the term "**TRANSPORTATION**" shall refer to all forms of transportation off road and on public roads, private roads, and logging roads, including TRU owned vehicles, leased vehicles, ferries, airplanes, Instructor or student owned vehicles, either provided by or arranged by TRU or the ACMG or in any way related to the course including, but not limited to: loading, unloading and travel in or movement around vehicles.
- c) the term "**INJURY**" shall refer to all forms of physical, mental, and emotional injury in any way related to climbing and transportation activities including, but not limited to: death, breaks, strains, lacerations, dislocations, amputations, hypothermia, hyperthermia, trauma, anxiety, phobias, and fears.
- d) the term "**Course**" shall refer to all activities related to taking a Climbing Gym Instructor Course including instruction, climbing, belaying, rescues, and transportation.

Initial

ASSUMPTION OF RISKS – SPORT CLIMBING, INDOOR GYM CLIMBING, INDOOR OR OUTDOOR ARTIFICIAL WALL CLIMBING, AND ROCK CLIMBING.

I am aware that sport climbing, indoor gym climbing, indoor or outdoor artificial wall climbing, and rock climbing, have inherent dangers and risks some of which include:

- a. all manner of injury resulting from falling, either roped or unroped, while using the climbing walls and impacting against the floor, holds, ledges, edges, other climbers or any permanent or temporary fixtures;
- b. rope abrasion, entanglement, and other injuries resulting from activities on or near the climbing wall such as climbing, belaying, rappelling, lowering on rope, rescue systems, and other rope techniques;
- c. injuries resulting from falling climbers or falling objects (dropped by other persons using the climbing walls or detaching from the wall, roof and/or supporting structure) such as ropes, climbing hardware, modular holds and their parts, anchors, harnesses, helmets and so forth;
- d. cuts and abrasions resulting from contact with the climbing wall, fixtures and climbing panels;
- e. failure of the ropes, knots, slings, harnesses, climbing equipment, anchor points or any part of the climbing structure;
- f. failure of the belayer to protect against a fall.

And, I do hereby further acknowledge and agree:

- a. that the Course I am participating in requires a very high degree of sport climbing skills, knowledge, experience, and is designed to test my skills;
- b. that I will be climbing very difficult routes: I will be required to climb 5.10 minimum standard routes and I will lead very difficult climbing routes;
- c. that I am personally responsible for my preparation prior to the Course including without limitation: (i) my health and fitness, (ii) securement of adequate prerequisite knowledge of all aspects of sport climbing, and (iii) adequacy and condition of my climbing equipment;
- e. that I consent to receive first aid and medical treatment by the Instructing Staff in the event of an accident, injury or illness during the Course;

I acknowledge and accept that TRU or the ACMG and their staff may fail to predict whether the terrain or facilities used are safe for climbing or whether an accident may occur. The terrain used for climbing may be uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to any of the hazards listed above; the failure to climb safely within one's own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of other climbers, or rescuers; and **NEGLIGENCE ON THE PART OF OTHER STUDENTS, TRU, ACMG OR THEIR INSTRUCTORS, EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF TRU OR ACMG OR THEIR INSTRUCTORS, EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SPORT CLIMBING, INDOOR GYM CLIMBING, INDOOR OR OUTDOOR WALL CLIMBING, ROCK CLIMBING, AND TRANSPORTATION.** Communication in the sites used may be difficult and in the event of an accident, rescue and medical treatment may not be available.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPORT CLIMBING, INDOOR GYM CLIMBING, INDOOR OR OUTDOOR ARTIFICIAL WALL CLIMBING, ROCK CLIMBING, AND TRANSPORTATION 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, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND JURISDICTION AGREEMENT (continued)

NOTICE TO CLIMBERS WHO DO NOT USE HELMETS – INCREASED RISK

I am aware that not wearing a helmet will increase my risk of injury.

Initial

NOTICE TO PARTICIPANTS OF PROFESSIONAL GUIDE TRAINING COURSES – INCREASED RISK

TRU and the ACMG provide training intended to develop professional climbing gym instructors. To train professional climbing gym instructors it may be necessary for students to participate in activities that have higher levels of risk than what may be considered reasonable by entry-level, intermediate, novice, commercial guiding, or recreational standards. This may include, but is not limited to activities such as: lead climbing where the climber places his or her own protective equipment, climbing without helmets, rescues, students driving program vehicles, stress from examination and grading processes, students making route and hazard assessment decisions on behalf of other students, unsupervised activities; and continuing with an activity when it may not be considered reasonable by entry-level, intermediate, novice, commercial guiding, or recreational standards (for example, when fatigued, in inclement weather, or in high hazard conditions).

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of TRU and the ACMG, allowing me to participate in the Climbing Gym Instructor Course, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against TRU and the ACMG and their directors, officers, employees, instructors, guides, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** 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 climbing and transportation activity, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SPORT CLIMBING, INDOOR GYM CLIMBING, INDOOR OR OUTDOOR ARTIFICIAL WALL CLIMBING, ROCK CLIMBING, AND TRANSPORTATION REFERRED TO ABOVE.

Initial

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Climbing Gym Instructor Course;
- 3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, search and rescue, evacuation, and litigation resulting from my participation in the Climbing Gym Instructor Course;
- 4. That this 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;
- 5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and
- 6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

Initial

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of sport climbing, indoor gym climbing, indoor or outdoor artificial wall climbing, rock climbing, and transportation other than what is set forth in this Agreement.

PARENTAL WAIVER AND INDEMNITY:

I/we are the parents or guardians of a minor (whose name is _____) participating in the Climbing Gym Instructor course with Thompson Rivers University. I/we confirm that I/we have read and understood this agreement before signing it, and I/we are aware that by signing this agreement I/we are waiving certain legal rights on my/our own behalf and on behalf of my/our child which I/we or my/our heirs, administrators, assigns and representatives may have against the Releasees.

Further, I/we agree to indemnify and hold harmless the Releasees from any and all liability from any property damage, personal injury suffered by my/our minor child while participating in the Climbing Gym Instructor course or arising from my/our minor child's participation in the Climbing Gym Instructor course, or caused to other persons by a deliberate act or negligence of our minor child.

Signed this _____ day of _____, 20_____.

Witness
Please print name clearly
Witness
Please print name clearly

Signature of Parent or Guardian #1
Please print name clearly
Signature of Parent or Guardian #2
Please print name clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED WHERE INDICATED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING WITH TRU AND THE ACMG.