

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT FOR PARTICIPANTS OF
MINORITY AGE (UNDER 19)**

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE PROGRESSION BOULDERING GYM INC.
operating as PROGRESSION BOULDERING GYM AND WILL AGREE TO INDEMNIFY
PROGRESSION BOULDERING GYM INC.

PLEASE READ CAREFULLY

Initial

Name of Parent or Guardian:			
Name of Minor (person under 19 years of age):			
Date of birth: dd	/mm	/yyyy	Age:
Street:			
City:	Prov/State:	Country:	Code:
Telephone:	Email:		

TO: PROGRESSION BOULDERING GYM INC., OPERATING AS PROGRESSION BOULDERING (the "OPERATOR") and its directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS

In this Agreement the term "**bouldering programs**" shall include all activities, programs, events, classes, groups, clubs, teams and services provided, sponsored or organized by the Operator including but not limited to: bouldering; climbing; weight training; personal training; use of strength training and fitness conditioning equipment, facilities, bouldering and climbing structures, ropes and other equipment; orientation or instructional sessions or lessons whether group or individual, and all other such related activities, whether they take place at Progression Bouldering's facility located at 275 East 10th Avenue, Vancouver B.C. (the "**Facility**") or **outside of the Facility**.

In this Agreement the term "illness" shall include bacterial infections, rashes and the transmission of communicable diseases, including but not limited to COVID-19 and any variants of same, viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.

In this Agreement the term Minor shall mean a person under 19 years of age. In this Agreement the term Participant shall mean the Minor (or Minors) named below at the end of this Agreement.

ASSUMPTION OF RISKS

I am the parent or guardian of the Participant(s). I am aware that the Participant's participation in bouldering programs inside the Facility or outside of the Facility involves many risks, dangers and hazards, which could result in damage, loss, illness or physical injury to the Participant. Some of those risks, dangers and hazards include, but are not limited to:

- **Health:** overexertion, dehydration, fatigue, lack of fitness or conditioning or illness, as defined above
- **Premises:** defective, dangerous or unsafe condition of the bouldering structures and other fitness equipment which could be unsafe or have viruses or bacteria on their surfaces; falls; collisions with objects, equipment or persons
- **Use of Bouldering Equipment and Structures and other Fitness Equipment:** failure of the bouldering structures and other equipment; negligent design or manufacture of the bouldering structures and other equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the bouldering structures and other equipment; failure to use the bouldering structures and other equipment or operate the equipment and structures at the Facility or outside of the Facility within the Participant's own ability
- **Advice:** negligent advice regarding bouldering programs given to the Participant
- **The Participant's conduct and conduct of other persons:** I acknowledge that such conduct, including the Participant's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, illness, personal injury or death. I understand that the Releasees may fail to safeguard or protect the Participant from the risks, dangers and hazards of bouldering programs, some of which are referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing the Participant to participate in bouldering programs, use its bouldering structures and other equipment and providing its bouldering services and consultation, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RELEASEES AND **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, illness or injury including death that the Participant may suffer as a result of the Participant's participation in bouldering programs **DUE TO ANY CAUSE WHATSOEVER**, including but not limited to:
 - negligence on the part of the Releasees, including any breach of any duty owed under the *Negligence Act*, RSBC 1996, c 333, as amended, on the part of the Releasees;
 - breach of contract by the Releasees;
 - breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of bouldering structures, and other equipment;
 - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303, on the part of the Releasees; and
 - the failure on the part of the Releasees to safeguard or protect the Participant from the risks, dangers and hazards of bouldering programs, some of which are referred to in the Assumption of Risks section of this Agreement.
2. **Despite the risks, dangers and hazards of bouldering programs, and fully understanding such risks, dangers and hazards, I wish the Participant to participate in bouldering programs with the Operator, and I FREELY ACCEPT AND AGREE TO INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense, illness or injury to the Participant as a result of the Participant's participation in bouldering programs. I also freely accept and acknowledge the risks, dangers and hazards and the possibility of personal injury, illness, and death to the Participant as a result of the Participant participating in the bouldering programs.
3. **I ALSO AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense, illness, or injury to any third party resulting from the Participant's participation in bouldering programs.
4. 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.

SAFETY: The Participant and I are familiar with the proper use of bouldering structures, ropes, auto belay systems and other equipment associated with bouldering, climbing, strength training and fitness conditioning. The Participant and I are aware that there are instructors and staff available to answer any questions that the Participant may have as to the proper use of the bouldering, climbing, strength training and fitness conditioning.

REPRESENTATIONS: In entering into this Agreement, I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of bouldering programs other than what is set forth in this Agreement.

INSURANCE: I am aware that the Releasees do not provide me or the Participant with any disability, accident, liability or medical insurance or compensation, should the Participant become injured, ill, or cause personal injury, illness or property damage to any third party while participating in bouldering programs.

JURISDICTION: 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 I agree to attorn solely to the jurisdiction of the Courts of the Province of British Columbia. 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.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Signature:	Date:
Please Print Name:	