

The Hive Climbing & Fitness – Adult (19+) Release of Liability & Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

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BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION
FOLLOWING AN ACCIDENT

TO: Honeycomb Climbing Incorporated and Hive Climbing North Shore Inc. (“the Company”), their owners, officers, directors, partners, shareholders, agents, guides, instructors, independent contractors, affiliates, volunteers, participants, employees, representatives, successors and assignees of the Company, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively – including the Company – referred to as “the Releasees”):

In this agreement, the term “Climbing Activities” includes all activities, events or services provided, arranged, organized, conducted, sponsored, or authorized by the Releasees and specifically includes without limitation indoor climbing, outdoor rock climbing, indoor bouldering, outdoor bouldering, training, stretching, yoga, observing, volunteering, supervision of children by parents or guardians, all school and instructional sessions, transportation to outdoor climbing sites, and all other activities, events, and services in any way connected with or related to Climbing Activities, whether taking place before, during, or following my participation in Climbing Activities.

I UNDERSTAND THAT PARTICIPATION IN CLIMBING ACTIVITIES CAN BE HAZARDOUS AND MAY INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH. I acknowledge that my participation in Climbing Activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Climbing Activities. The risks include but are not limited to: scrapes, cuts and bruises; falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles and legs; participants falling and falling on each other resulting in broken bones and other serious injuries including death, and in the context of outdoor rock climbing, in addition to the injuries listed above, include but are not limited to: trips arising from walking on uneven terrain, falling whether roped or un-roped off a route, falling rock or other objects, rope burns, weather which may cause injury due to extreme heat, cold or lightning, wild animals, insect bites, hazardous plant life, and transport by public or private vehicles to and from the activity site.

I agree to assume responsibility for maintaining control at all possible times while engaging in the Climbing Activities and for reading, understanding and complying with all signage and heeding the instructions of Company staff. I further understand that falls and injuries are common.

I acknowledge that alcohol, marijuana and other drugs – both prescribed and non-prescribed – have the capacity to impair judgment and reduce my ability to effectively manage risks. Consuming alcohol or marijuana prior to participating in the Climbing Activities is not permitted. Consuming alcohol or marijuana while participating in Climbing Activities is not permitted.

RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE CLIMBING ACTIVITIES AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITIES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

In consideration of the Releasees allowing me to participate in Climbing Activities and permitting my use of their property, venue, or equipment (the “Facilities”), **I AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Honeycomb Climbing Incorporated and Hive Climbing North Shore Inc., its insurer, the Company’s owners, officers, directors, partners, shareholders, agents, guides, instructors, independent contractors, affiliates, volunteers, participants, employees, representatives, successors and assignees of the Company, and all other persons or entities acting in any capacity on their behalf (each a “Released Party”) **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY PARTICIPATION IN THE CLIMBING ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT OR NEGLIGENT REPRESENTATION AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c337. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CLIMBING ACTIVITIES.**

In consideration for allowing me to participate in the Climbing Activities, I further release and give up any and all claims and rights that I may have against any released party and understand this releases all claims, including those of which I am not aware, those not mentioned in this release and those resulting from anything that has happened up to now.

I acknowledge and understand that Honeycomb Climbing Incorporated and Hive Climbing North Shore Inc. are not responsible for any lost or stolen items or personal property belonging to myself or the minor child(ren) under my care while said property is at any Company climbing gym including, but not limited to, parking lots, vehicles in parking lots, and lockers.

I agree 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.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT (continued)

I agree that 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. I agree that 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.

In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Climbing Activities other than what is set forth in this agreement.

--ADULT PARTICIPANT INFORMATION--	
PLEASE FILL OUT THIS SECTION CLEARLY AND COMPLETELY – ALL INFORMATION IS REQUIRED AND WHEN PROVIDED WE CAN ENTER YOUR WAIVER INTO OUR COMPUTER SYSTEM AND YOUR WAIVER WILL BE VALID FOR ONE YEAR FROM THE DATE OF ENTRY.	
Participant Name: _____	Age: _____ Date of Birth (MM/DD/YY): _____
Phone: _____	Email: _____
Address: _____	Postal Code: _____
Signature: _____	Current Date (MM/DD/YY): _____
Emergency Contact: _____	Emergency Contact Phone: _____