



MINOR PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

MINOR – AGE 17 & UNDER

Parent: Please initial in 4 indicated spots below and sign at bottom

THIS AGREEMENT MUST BE COMPLETED BY THE PARENT/LEGAL GUARDIAN OF ALL PARTICIPANTS UNDER THE AGE OF 18. PLEASE READ CAREFULLY BEFORE SIGNING. PLEASE PRINT NEATLY. YOU MUST BE 18 YEARS OR OLDER TO SIGN THIS AGREEMENT

Name of Minor Participant: _____ Date of Birth: ___/___/___ (DD/MM/YYYY)
Address: _____ City: _____ Province/State: _____
Postal Code: _____ Cell Phone: _____ Home Phone: _____
Emergency Contact: _____ Emergency Contact Phone #: _____

TO: TRUE NORTH CLIMBING INC. ("TNC")

I am aware of the risks associated or related to indoor rock climbing and to my child's use of TNC's gym facilities, belay equipment, ropes, harnesses, climbing shoes, gri-gris, bouldering areas, bouldering cave, top-rope climbs, lead climbing routes, slacklines, lockers, washrooms, change rooms and any other facilities in the gym or the parking facilities outside of the gym (collectively, the "Facilities"), which risks include but are not limited to: falling; mechanical failure of the equipment; loss of balance or control; variable and difficult climbing conditions; collision with walls, the floor, climbing holds, or exposed or hidden structural supports or beams; rope abrasion or entanglement; injuries resulting from falling climbers or fallen items; failure of ropes, slings, climbing holds, anchor points, or any part of the climbing wall; collision with other equipment or structures; collision with other persons; illness or trauma; the proximity of medical care which may or may not be readily available; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other climbers and/or other persons; and negligence on the part of TNC or its staff. I acknowledge that TNC has helmets available for all participants at no cost, and that it is my responsibility to ask for a helmet if I choose to have my child wear one. By not choosing to have my child wear a helmet, I am voluntarily assuming any additional risks of injury this may cause. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

→ Parent Please Initial: _____ 1 of 5

In consideration of TNC permitting my child's use of its Facilities, I AGREE TO WAIVE ANY AND ALL CLAIMS against TNC, and its shareholders, directors, officers, employees, agents, representatives, independent contractors, subcontractors, sponsors, successors, representatives and assigns (collectively, the "Releasees"), and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that my child may suffer, or that my child's next of kin may suffer resulting from my child's participation in activities at or use of the Facilities due to any cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of equipment, or poor design or placement of any equipment, or breach of any statutory or other duty of care on the part of the Releasees, and also including the failure on the part of the Releasees to safeguard or protect my child from the risks mentioned above. I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY for any damage to property of, or personal injury to, any third party resulting from my child's participation in activities at or use of the Facilities.

→ Parent Please Initial: _____ 2 of 5

I agree that this Agreement shall be effective and binding on my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my child's death or incapacity, and that this Agreement shall be governed and interpreted solely by the laws of the Province of Ontario, with any litigation with respect hereto to be brought solely within the exclusive jurisdiction of the courts of the Province of Ontario.

→ Parent Please Initial: _____ 3 of 5

My child understands and agrees to abide by the following rules while using the Facilities:

- (a) When climbing roped climbs, my child will always wear a climbing harness and assumes all responsibility for putting it on and fastening it correctly and safely. My child will always tie directly to the harness with a figure 8 follow through and keeper knot.*
(b) My child will not boulder above the 10 foot level, except in the designated bouldering areas.*
(c) My child will only belay when knowledgeable and experienced at belaying. My child will not lead climb or belay lead climbers until certified by TNC. When lead climbing, my child will clip each bolt in sequence on all routes led and will provide and assume full responsibility for the safety and integrity of the rope and belay device when leading or belaying lead climbers.*
(d) If my child provides his/her own climbing harness, he/she assumes full responsibility for its safety and integrity.*
(e) My child will assume full responsibility for his/her choice in belayers. TNC provides top ropes, anchors and gri-gris but will not be responsible for poor judgment by an ill-chosen belayer.*
(f) My child understands that his/her climbing privileges will be revoked in the event that he/she engages in any activity deemed unsafe by TNC.
(g) TNC will not be responsible for any lost or stolen personal belongings.
(h) My child will promptly report any equipment defects, unsafe situations or accidents that he/she becomes aware of.

*NOTE: Children under age 13 CANNOT belay or lead climb, CANNOT climb in the advanced bouldering area, MUST have their harness and rope safety-checked by an adult or TNC staff member before climbing, MUST be belayed by an adult or TNC staff member, and MUST be supervised and spotted by an adult or TNC staff member when bouldering.

→ Parent Please Initial: _____ 4 of 5

I _____ AM THE PARENT/LEGAL GUARDIAN OF _____ AND I HEREBY CONSENT TO MY CHILD'S PARTICIPATION IN INDOOR ROCK CLIMBING AND RELATED ACTIVITIES AT THE FACILITIES. I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND I FULLY UNDERSTAND IT. I FREELY SIGN THIS AGREEMENT ON MY CHILD'S BEHALF AND I AM AWARE THAT BY DOING SO, I AM WAIVING CERTAIN LEGAL RIGHTS.

Parent Signature (Must be 18 or over): → _____ 5 of 5 Today's Date: ___/___/___ (DD/MM/YYYY)