



DISCLOSURE FORM AND RELEASE OF LIABILITY FOR USE OF CLIMBING WALL AND CHALLENGE COURSE PROGRAMS

*****IMPORTANT, PLEASE READ CAREFULLY*** If the participant is under the age 18 this form must be signed by a Parent or Guardian**

PLEASE PRINT:

Last Name: _____ First Name: _____ D.O.B _____

Address: _____ Town/Province: _____ Postal Code: _____

Telephone No.: _____ Bus./ Cell No.: _____

Emergency Contact: _____ Relation: _____ Emergency Contact No.: _____

INDOOR CLIMBING WALL, CHALLENGE COURSE AND RELATED FACILITY

In consideration of the permission granted by the Town of Bracebridge Recreation Department ("BRD") to use its climbing wall ("Climbing Wall"), Challenge Course and related training facilities, I acknowledge and agree as follows:

1. I acknowledge that the Climbing Wall and/or Challenge Course involves inherent risks including a risk of physical injury. I am aware that some of the risks are as follows:
 - a. Injury resulting from falling off or from the Climbing Wall and/or Challenge Course activities;
 - b. Rope abrasions, entanglements and bodily injuries resulting from activities on or near the Climbing Wall and/or Challenge Course, belaying or lowering on ropes, rescue situations or any other rope techniques;
 - c. Injuries resulting from other climbers (on climbing wall) or falling equipment;
 - d. Cuts and abrasions resulting from skin and body contact on the wall surface or any other surface;
 - e. Failure or misuse of ropes, harnesses, anchor devices, climbing holds, low ropes, cables or wooden beams;
 - f. Bodily injury can include, but is not limited to, brain injury, spinal cord injury, fractures and even death; AND
 - g. The risk of sustaining injury can result from the nature of the activity itself, natural and manmade, climatic conditions, the actions of third parties and the participant's own physical condition and actions.

I am fully aware of the associated risks associated with participating in this activity and that I am fit to participate in the rigorous activities associated with climbing or challenge courses. If I believe at any time I become unable to participate, I will remove myself immediately from the activity and not to continue to participate.
2. Wall climbing and Challenge Course are a challenge by choice opportunity which are voluntary in nature. I agree to the following requirements when I use BRD climbing and challenge course facilities:
 - a. I shall obey all requirements given by the certified Climbing Instructor (CWI), or other person in authority, and will discuss with that person any issues that I may have with respect to use of the Climbing Wall and Challenge Course or its related facilities;
 - b. I will not participate in use of the Climbing Wall, Challenge Course or any of its related facilities under the influence of alcohol or any chemical substance;
 - c. In the event that my use of the equipment or facilities creates any undue risk or danger to me, or if I believe that a risk of injury is likely to other participants, I shall forthwith advise the CWI, or other person in authority when I become aware of the risk; AND
 - d. I understand and agree that the Manager of Programs/Programmer/CWI/ or other person in authority of the BRD reserves the sole right at her/his discretion to deny me the right to use or continue to use any facilities if I breach its rules and regulations.

PHYSICAL ACTIVITY READINESS QUESTIONS

Please read the questions carefully and answer each one honestly: check yes or no. Please let staff know if you have answered yes to any of the questions.

1. Has your doctor ever said that you have a heart condition and that you should only do physical activity recommended by a doctor? **Y or N**
2. Do you feel pain in your chest when you do physical activity? **Y or N**
3. In the past month, have you had chest pain when you were not doing physical activity? **Y or N**
4. Do you lose your balance because of dizziness or do you ever lose consciousness? **Y or N**
5. Do you have a bone or joint problem that could be made worse by a change in your physical activity? **Y or N**
6. Is your doctor currently prescribing drugs for your blood pressure or heart condition? **Y or N**
7. Do you know of any other reason why you should not do physical activity? **Y or N**

If your health status changes, please remember to update staff.

If you answered yes to one or more questions, talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

X **Autobelay/Harness Use:** I am/my child is at least 30 lbs and not more than 300 lbs; I understand this **weight restriction is important to adhere to as it may affect my/his/her safety.**

Initial _____

3. This disclosure Form and Release of Liability shall be binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. I hereby release and indemnify the BRD, The Corporation of the Town of Bracebridge (the "Town") and its representatives and employees from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next kin may suffer resulting from either my use of or presence on the facilities due to any cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment or from injuries resulting from any equipment, including but not limited to helmets, harnesses, daisy chain lines, ropes, bungee cords, cables, wooden beams, carabineers, quick draws, bolt hangers, and all anchors, or breach of any statutory or other duty of care including any duty of care under the *Occupiers Liability Act, R.S.O. 1990, Chapter 0.2* on the part of the BRD, and also including the failure on the part of BRD to safeguard or protect me from the risks, dangers and hazards of the activities referred to above.
5. I hereby hold harmless and indemnify the Town and BRD from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities.

I have read, understood and completed this document and was given time to carefully review it and ask any questions. Any questions I had were answered to my full satisfaction. I acknowledge that my participation in these activities is voluntary.

Parent/Guardian Consent (Applicable only if Participant is under 18 years)

I, _____, the custodial parent and/or legal guardian of the minor child named above, fully understand the inherent risks and that the child could be injured in the activities described herein and although knowing this, agree and provide my express consent for the child to participate in the Climbing Wall and/or Challenge Course. I further fully understand and accept that the child may be injured arising from participation in the activities described herein, and hereby agree to release and save harmless the Town and BRD, its representatives, agents, employees, and volunteers from any and all actions, causes of actions, suits, claims and demands associated with the child participating in these activities. I hereby assume all risks associated with allowing the child to participate in the activities and hereby assume the liability for any loss, damage, injury or expense that the child, or their next of kin may suffer as a result of the child's participation in these activities.

I am aware that by signing this agreement and providing my written consent to the child's participation in the activity after having consciously and carefully put my mind to the meaning of this document and the child's level of maturity and capacity to participate safely and responsibly in the activity-- I am hereby expressly waiving substantial legal rights that the child and I, our respective heirs, executors, administrators and next of kin may have against the Town or BRD as a result of the child's participation in the activities, and that in so doing I am knowingly giving up the child's right to sue anyone associated in any way with the activities, in negligence for damages if the child should ever be injured in the course of the child's participation in the activities described herein.

I further acknowledge that I shall be directly and fully responsible for ensuring that the child at all times completely abides by all Town recreational policies and procedures in relation to the Climbing Wall and/or Challenge Course Programs, and that the child shall participate in the event safely, and that any failure to do so may result in the immediate expulsion of the child from the activity.

X

Climber's Signature
(* Parent/ Guardian to sign if participant is under 18 years)

Name (print)

Date (DD/MM/YYYY)