



University Of Victoria Athletics and Recreation CARSA Climbing Centre Release of Liability, Waiver of Claims and Assumption of Risks Agreement

**PLEASE READ CAREFULLY — BY SIGNING THIS DOCUMENT YOU WILL
WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Name:

Address:

Phone Number: Email:

Date of Birth: Student Number:

ASSUMPTION OF RISKS

I am aware that the use of UVic Athletics and Recreation CARSA Climbing Centre (the "Walls") and participation in UVic Athletics and Recreation climbing programs ("Programs") involves many risks, dangers and hazards, including the risk of personal injury, death or property damage or loss from various causes including but not limited to::

- Impact or collision with obstructions, equipment, other participants, officials or spectators;
- Injury resulting from collision with climbing wall features such as protruding hand holds,
- Injury resulting from slips or falls on footholds, handholds, floor padding or mats;
- Injury resulting from the use, misuse, non-use and failure of any of the equipment used on the Walls, including but not limited to ropes, slings, harnesses, climbing hardware and anchor points or any part of the climbing structure
- Rope abrasion, entanglement and other injury which results from the use of ropes;
- Dangerous or unsafe conditions of the Walls; and
- Negligence on my part or on the part of other persons using the Walls or participants in Programs, or negligence on the part of UVic and its employees.



COVID-19

The Government of British Columbia declared a province-wide state of emergency under The Emergency Program Act on March 18, 2020 to protect the health and safety of all British Columbians and to reduce the spread of the novel coronavirus (or COVID-19). COVID-19 is easily spread by contact with droplets produced by people who have the virus.

UVic has put in place measures to reduce the spread of COVID-19, however the University cannot guarantee that any individual attending the Facilities, or participating in programming will not become infected with COVID-19.

UVic is attempting to limit the risk of exposure to COVID-19 by using reasonable efforts to follow the health and safety guidelines recommended by the provincial and federal health authorities. Nevertheless, I understand that there remains a risk that I could contract COVID-19 by attending the Facility or participating in programs. I therefore acknowledge and agree as follows:

- I acknowledge that COVID-19 is easily spread by contact with droplets produced by people who have the virus and I voluntarily assume the risk that I may be exposed to or infected by COVID-19 while attending the Facilities or participating in programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to me or members of my household(s);
- I acknowledge that it is my responsibility to ensure I learn and follow all health, safety and other rules established by the Facility and Programs.

AGREEMENTS

I am aware of the risks and hazards associated with the use of the Walls and participation in the Programs and I freely accept and fully assume all such risks and hazards and the possibility of personal injury, death, property damage and losses resulting there from.

In consideration of the University of Victoria allowing me to use the Facilities and participate in the Programs, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree:

WAIVER OF CLAIMS AND RELEASE OF LIABILITY

- TO WAIVE ANY AND ALL CLAIMS of whatever kind or nature that I have or may in the future have against the University of Victoria, its governors, officers, employees, agents and representatives (collectively, the "Releasees"), and to RELEASE THE RELEASEES from any and all liability for loss, damage, expense or injury, including injury causing death, that I may suffer as a result of my participation in the Programs or use of the Walls, or in any manner connected with, related to or as a consequence of my participation in the Programs or use of the Walls, due to any cause whatsoever, including any negligence, breach of contract, or 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. 337) on the part of the Releasees.
- TO HOLD HARMLESS AND INDEMNIFY the Releasees from any and all liability for any damage to the property of, or bodily injury to, any third party, resulting from my participation in the Programs or use of the Walls.
- That this Agreement shall be effective and binding upon my successors, assigns, heirs, next of kin, executors, administrators and personal representatives.
- That in entering into this Agreement, I am not relying, and have not relied, upon any representation, promise or statement made by the Releasees which is not recited or embodied in this Agreement.
- This Agreement shall be governed by the laws of British Columbia and any action arising from my participation in the Programs or from my use of the Walls shall solely be brought or instituted in the courts of British Columbia.



I HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGN THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

(IF THE PARTICIPANT IN THE PROGRAM IS LESS THAN 19 YEARS OF AGE, THE PARTICIPANT'S GUARDIAN MUST SIGN ON THE PARTICIPANT'S BEHALF.) ACKNOWLEDGEMENT OF A GUARDIAN OR PARENT: this is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her assumption of risks, waiver of claims and release of all Releases, and also to hold harmless and indemnify the Releasees from any and all liability resulting from his/her participation in the Programs or presence at, and use of, the Facilities for myself, my heirs, assigns and next of kin.

Date:

Participant or Parent/Guardian Signature:

Participant or Parent/Guardian Name: