



ONTARIO ALLIANCE
OF CLIMBERS

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

(hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

I agree this Release Agreement shall apply to all my participation in OAC Activities for a period of 14 months from the date I sign this Release Agreement, including all OAC Activities booked, scheduled, and rescheduled both before and after the date of signing.

TO: THE ONTARIO CLIMBING ACCESS COALITION, operating as the Ontario Alliance of Climbers (OAC), an Ontario not-for-profit corporation, and each of its respective directors, officers, members, volunteers, agents, independent contractors, contractors, subcontractors, representatives, successors and assigns, participants and organizations participating in or connected with OAC Activities (hereinafter collectively referred to as the "RELEASEES").

DEFINITIONS

In this Release Agreement, the term "OAC Activities" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to: rock climbing, bouldering; indoor gym climbing; rental, borrowing or use of climbing equipment and other equipment; swimming; camping; orientational and instructional courses; food, beverage and water supply; festivals; outdoor games; product demonstrations; and all other activities, events and services in any way connected with or related to the foregoing.

ASSUMPTION OF RISKS

I am aware that participating in OAC Activities involves risks, dangers and hazards. The terrain used for OAC Activities is uncontrolled, unmarked, not inspected and involves risks, dangers and hazards. These may include, but are not limited to: trees, tree wells and tree stumps; changing weather conditions; rocks; rockfalls; boulders; forest deadfall; lightning; equipment failure including equipment associated with or related to climbing, rappelling and belaying; slippery and difficult ground and travel conditions; impact or collision with other persons, vehicles or objects; slips, trips and falls; extreme variations in terrain and trails; incomplete warnings or instructions; encounters with domestic and wild animals; encounters with dangerous or poisonous flora and fauna; effects of lack of fitness; death; personal injury including but not limited to sprains, strains, shock, stress, nausea, food borne illness; diarrhea, burns, cuts, abrasions, fractured or broken bones, sunstroke, sunburn, dehydration, illness, soft tissue injuries, neck, head and brain injury, paralysis, psychological injury, other injury to the body; negligent first aid or rescue services; allergic reactions; transportation accidents; food or water contamination; negligence of other persons, including other guests; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OAC ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH OAC ACTIVITIES, AND I AGREE I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I FURTHER AGREE MY PARTICIPATION IN OAC ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE IN SPITE OF THE RISKS.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of THE RELEASEES allowing me to participate in OAC Activities, 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 or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in OAC Activities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN OAC ACTIVITIES.
2. This Release 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;
3. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction and any litigation involving the parties to this Release Agreement shall be brought solely within Ontario and shall be within the exclusive jurisdiction of the Courts of Ontario; and
4. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect my and Releasees' intention. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in OAC Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE AND AGREE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

I certify that the above information is correct, and that I have read the entirety of the OAC Release of Liability and agree.

Name: _____

Signature: _____ Date: _____

Address: _____

Signature of parent or guardian if participant is under 18 years of age (anyone under the age of 18 must be accompanied by their parent or guardian).

Signature: _____ Date: _____