

## The VSION Waiver & Release

*Please read the following carefully and sign on the designated lines.*

In consideration of my being allowed use of The VSION climbing wall and related training facilities, I the undersigned, hereby acknowledge and agree to the following:

1. ***Assumption of risk:*** I hereby acknowledge, accept and agree that the sport of rock climbing and use of **The VSION** climbing facility involve inherent risks. I will take responsibility to receive all information regarding the risks and hazards involved with climbing at The VSION and with simply being present within the facility. I will take the opportunity to examine the climbing wall and climbing holds, the foam flooring, the crash mats, quick draws and anchors and gain knowledge regarding safe usage of all aforesaid items and/or structures. I have full knowledge of the nature and extent of all the risks associated with rock climbing and the usage of the climbing facility, including, but not limited to:
  - a. All manners of injury resulting from accidental or purposeful falls from the climbing structure(s) with the possibility of landing poorly, landing in such a manner to cause damage or injury to my person, contact with hard surfaces, contact with permanent or temporary structures or other items, contact wall faces or other people.
  - b. Injuries resulting from other climbers, falling climbers, moving or dropped items such as, but not limited to, climbing hardware, bolts, holds, walls or wall parts.
  - c. Injuries resulting from spotting other climbers or being spotted by other climbers.
  - d. Cuts and abrasions resulting from skin contact with the climbing wall, holds or any other surface.
  - e. Failure or unexpected movement of ropes, slings, climbing holds, bolts or any part of the climbing structure(s).
  - f. Injury resulting from failure to follow the standards of safe climbing procedures and/or the instructions, guidelines and rules set by **The VSION** and from failure to ask for information.

I further acknowledge that the above list is not inclusive of all possible risks associated with being present within and/or the use of the climbing wall and other related training facilities.

2. ***Release:*** I hereby release and discharge **The VSION**, its owners, affiliates, agents and employees, and their successors and assigns, from any and all liabilities, suits, claims and/or demand actions or damages (including attorneys fees and disbursements) incurred by the use or intended use of the climbing wall. This includes, without limitation to, all claims or claims for property damage, personal injuries or wrongful death except to the extent that such loss or damages is the results the gross negligence of any such party. This release is binding on my heirs, assigns and agents. I will also take on the responsibility to inform any or all staff and/or owners of **The VSION** of anything that is heard to be or is regarded as questionable or dangerous and to request that such is corrected or appropriately fixed or is given a satisfactory answer.
3. ***Indemnification:*** I hereby agree to indemnify and hold harmless **The VSION** and its owners, affiliates, agents and employees, and their successors and assigns from any causes of actions, claims, demands, loss and costs of any nature whatsoever arising out of or any way relating to usage of the climbing wall, except to the extent that the same is caused by or results from gross negligence of any such party. The indemnification is binding on my heirs, assigns and agents.
4. ***Agreement to follow safety policies of The VSION:*** I accept full responsibility for my own safety and the safety of all other climbers and attendants while on the premises of **The VSION** or its affiliates. I agree to abide by and enforce the following safety policies:
  - a. All climbing is prohibited except in designated climbing areas;
  - b. **The VSION** reserves the right to deny access to its facilities to any individual suspected of being under the influence of drugs or alcohol;
  - c. All climbers must wear appropriate shoes (climbing shoes or running shoes) for climbing on **The VSION** climbing walls;
  - d. All climbers must use crash mats as added protection from high falls;
  - e. All climbers must inform **The VSION** and all other climbers of any situation seen as unsafe or not in accordance with safe climbing policies. ***All climbers are asked to assist and encourage less experienced climbers;***
  - f. All accidents or equipment damages must be reported immediately.

**The VSION** reserves the right to deny access to its facilities to any individual for a specified period of time or permanently for breach of any safety policies or for any conduct that is viewed as unsafe or inappropriate.

**The VSION** reserves the right to its identity and no person or company is permitted to reproduce the identity of The VSION anywhere in the Bow Valley.

As part of this contract for my consideration of the usage of **The VSION** climbing wall, I acknowledge with my signature that **I have read and agree to abide by the terms of agreement.**

Climbers name (print please): \_\_\_\_\_

Climbers Signature: \_\_\_\_\_

Parent or legal Guardian's signature (if climber is under the age of 18): \_\_\_\_\_

Date: \_\_\_\_\_

Staff signature: \_\_\_\_\_