

Climbing Wall Sign-In and Release

For NON-MEMBERS only

BOY SCOUTS OF CANADA ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

This agreement is governed by the laws of the Province of Québec.

IN CONSIDERATION of allowing me to participate in the portable climbing wall program, and related events and activities of the Québec Provincial Council of Scouts Canada,

I WARRANT TO YOU THAT

- I am familiar with the risk of serious injury and death which any participant in this program must assume; and
- I believe that I am physically, emotionally and mentally able to participate in this program and that my equipment is mechanically fit for my use in this program; and
- I understand that all applicable rules for participating must be followed and that at all times the sole responsibility for personal safety remains with me; and
- I will immediately remove myself from participating and notify the nearest official, if at any time I sense or observe an unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the program.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this program and execution of this document constitutes:

1. and unqualified ASSUMPTION OF ALL RISKS associated with participating in this program by me even if arising from the negligence, or gross negligence, including any compounds or aggravation of injuries caused by negligent rescue operations or procedures, of Boy Scouts of Canada and any persons associated therewith or participation therein; and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of Boy Scouts of Canada and all persons and organization associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers,

owners, and/or lessors of the premises used to conduct the program sanctioning bodies, medical and rescue personnel (the RELEASEES), of and from and with respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, gross negligence, or negligent rescue of or by the forgoing or otherwise; and

3. an UNDERTAKING NOT TO SUE Boy Scouts of Canada and the other RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from my participation in the program; and
4. an AGREEMENT TO INDEMNITY, and to SAVE and HOLD HARMLESS Boy Scouts of Canada and the other RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them, whether the claim is based on the negligence or gross negligence of the RELEASEES or otherwise from my participation.

I HAVE READ THIS DOCUMENT THOROUGHLY, I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS PROGRAM.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD NORMALLY HAVE. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of participant

Printed name of participant

Signature of parent/guardian (if participant is under 18 years of age)

Signature of witness

Printed name of witness

DATE