

WAIVER OF LIABILITY AGREEMENT

WARNING: By signing this form you relinquish your right to bring court action to be compensated for any loss to yourself as well as the right of your personal representative to compensation for the death of the person that signs this agreement.

NAME OF PARTICIPANT _____

ADDRESS OF PARTICIPANT _____

POSTAL CODE _____ TELEPHONE NUMBER _____ BIRTH DATE: _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT NAME: _____ TELEPHONE _____

**PLEASE PRINT
CAREFULLY**

SECTION A:

I understand that it is my personal responsibility to consult with my physician prior to my participation in any fitness programs or prior to receiving any instruction at Rock Jungle Fitness. I also understand that if at any time during any fitness programs, or when receiving any instruction, if I feel discomfort or strain it is my responsibility to cease the activity and consult with my physician. I understand that Rock Jungle Fitness reserves the right to refuse admission to anyone that Rock Jungle Fitness think may pose a health risk to themselves or to others. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any fitness program at Rock Jungle Fitness.

Initials

Medical Questionnaire: Please provide a medical release authorization from your physician if you have any known medical conditions that may affect you during physical activities.

High Blood Pressure NO If Yes, levels _____

High Cholesterol NO If Yes, levels _____

Cigarette Smoking NO If Yes, # per day _____

Diabetes NO If Yes, Insulin? _____

Family History of Heart Disease NO If Yes, who? _____

Do you currently exercise NO If Yes, # of times/wk _____

Are you on any medications NO If Yes, type(s) _____

Allergies NO If Yes, type's _____

Problems with:

Knee(s) NO If Yes, specify _____

Lower back, neck or shoulders NO If Yes, specify _____

Hips / Pelvis NO If Yes, specify _____

Have you have any surgery? NO If Yes, specify _____

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DISCLAIMER:

ROCK JUNGLE FITNESS AND ALL ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, COACHES, INSTRUCTORS, VOLUNTEERS, PRINCIPALS, AGENTS, INDEPENDENT CONTRACTORS, CONTRACTORS, SERVANTS, REPRESENTATIVES AND THE LANDLORD/OWNER OF THE BUILDING ("ROCK JUNGLE FITNESS") ARE **NOT RESPONSIBLE FOR ANY DEATH, LOSS OR DAMAGE OF ANY KIND**, SUFFERED BY ANY PERSON WHILE UTILIZING THE FACILITIES/EQUIPMENT (INCLUDING CLIMBING COMPLEX AND RELATED EQUIPMENT) OR PARTICIPATING IN FITNESS PROGRAMS* AT ROCK JUNGLE FITNESS, CAUSED IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF ROCK JUNGLE FITNESS.

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*In this agreement "fitness program(s)" shall include all activities, programs, events, classes and services provided, sponsored or organized by Rock Jungle Fitness, including, but not limited to: yoga, CrossFit training, wall/rock climbing, wall/rock climbing lessons/classes, exercise/fitness classes and all other such related activities.

DESCRIPTION OF RISKS:

In consideration of Rock Jungle Fitness allowing me to use the climbing complex/fitness and yoga facilities, I hereby acknowledge that I am aware of the significant risks associated with the participation in fitness programs, my use of the fitness equipment and facilities, the sport of rock climbing and my use of the indoor climbing complex (INCLUDING THE RISK OF SEVERE OR FATAL INJURY TO MYSELF OR OTHERS). These risks include, but are not limited to:

PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT!

- All injuries, including but not limited to: bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from falling and hitting the floor, climbing wall faces, protruding holds or ledges, wall supports, any other temporary or permanent fixture, or other climbers.
- Rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling, rescue systems and any other rope technique.
- Injuries resulting from failure of ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing structure.
- Injuries resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers.
- Cuts and abrasions resulting from skin contact with climbing panels and various holds, ledges, edges and any fixtures, including injuries to the joints and knuckles of my hands.
- Injury or death due to negligence on the part of myself, my training/climbing partner, or other people around me;
- Injury or death due to improper use/ failure of equipment or falling in any way;

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WAIVER OF LIABILITY:

- A. IN CONSIDERATION OF THE NOTED RISKS AND HAZARDS AND IN CONSIDERATION OF THE FACT THAT I AM VOLUNTARILY PARTICIPATING IN ROCK & OM'S FITNESS PROGRAMS, I HEREBY **RELEASE ROCK JUNGLE FITNESS FROM ANY AND ALL LIABILITY**, CLAIMS, DEMANDS, ACTIONS OR RIGHTS OF ACTION, WHICH ARE RELATED TO, ARISE OUT OF, OR ARE **IN ANY WAY CONNECTED WITH MY PARTICIPATION IN ANY ACTIVITY AT ROCK JUNGLE FITNESS, INCLUDING LIABILITY ALLEGEDLY ATTRIBUTED TO THE NEGLIGENT ACTS OR OMISSIONS OF ROCK JUNGLE FITNESS.**
- B. I AGREE THAT **ROCK JUNGLE FITNESS IS NOT RESPONSIBLE** IN THE EVENT OF **LOSS, DAMAGE, UNAUTHORIZED USE, THEFT, OR INJURY** RESULTING FROM AND TO ANY **PERSONAL PROPERTY** THAT I BRING ONTO THE PREMISES.
- C. IF ANY **PORTION** OF THIS AGREEMENT IS **HELD INVALID**, I AGREE THAT THE **REMAINDER** OF THE AGREEMENT SHALL REMAIN IN **FULL LEGAL FORCE AND EFFECT.**
- D. IF I AM SIGNING ON **BEHALF OF A MINOR CHILD**, I ALSO GIVE **FULL PERMISSION** FOR ANY PERSON CONNECTED WITH ROCK JUNGLE FITNESS TO **ADMINISTER FIRST AID DEEMED NECESSARY** AND GIVE **ROCK JUNGLE FITNESS PERMISSION TO:** CALL FOR MEDICAL AND/OR SURGICAL CARE, TO TRANSPORT THE CHILD TO A MEDICAL FACILITY.

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ACKNOWLEDGMENT:

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon me, my heirs, executors, successors, administrators, assigns, transferees and representatives.

Signed this _____ day of _____, 20____ at EDMONTON ALBERTA

Signature of Participant

Signature of Witness (must be a Rock Jungle Fitness employee)

Signature of Parent/Legal Guardian if Participant is under the age of 18.

Printed name of Witness

SECTION B - Participants under 18 years of age MUST have a parent or legal guardian read Section A to the minor and complete this section.

INDEMNITY CLAUSE

I, being the parent/legal guardian of _____, hereby agree to the following:
Minors name

- 1) I clearly understand that by signing this INDEMNITY and RELEASE I are agreeing to indemnify, release and/or totally compensate Rock Jungle Fitness from and against all actions, lawsuits, damages, claims, demands, or financial or other loss arising from items which may arise as a result of the minor participating in fitness programs at or on Rock Jungle Fitness, including, but not limited to, use of the wall climbing facilities and associated equipment.
- 2) I hereby acknowledge and agree that while the minor is participating in fitness programs and utilizing the related equipment and/or facilities at Rock Jungle Fitness they are susceptible to the inherent risks that are listed in Section A, and that I have read Section A to the minor, initialled, and completed the entire Section A on behalf of the minor.

Warning: By signing you are agreeing to completely indemnify and compensate Rock Jungle Fitness and all associated persons for any loss, financial or otherwise, that may occur as a result of any action brought by the named minor.

Signature of Parent or Legal Guardian