

**Assumption of Risk, Release, Indemnity and Waiver of Liability,
ALBERT KOKONAS CLIMBING WALL**

In consideration of the services provided by ALBERT KOKONAS and of my being permitted by ALBERT KOKONAS to climb at his climbing wall facilities, I agree to the following waiver and release, and make the following representations. I understand that this waiver and release is a binding legal contract. _____ (initial)

I am aware that climbing walls have usual and unusual dangers and inherent risks including, but not limited to, falls, equipment failure, holds and ropes that have become loose or damaged by other climbers. I also understand that there are unforeseeable accidents, and I assume all risks associated with this activity and all inherent and unusual or unforeseen dangers, risks and accidents. I understand and acknowledge that ALBERT KOKONAS does not guarantee safety on the climbing wall and assumes no responsibility for patrons' safety or property.
_____ (initial)

I further acknowledge that:

- (a) the rules governing the use of the climbing wall are solely for the purpose of regulating this activity and it remains my sole responsibility to act and govern myself in such a manner as to be responsible for my own safety;
- (b) I will abide by all climbing wall rules, and if climbing wall staff make a specific request of or instruction to me, I agree to comply;
- (c) I assume all risks in connection with using the climbing wall (including paralysis and death) and waive notice of all conditions, dangers or otherwise, in or about the climbing wall;
- (d) I have an obligation and responsibility to myself, as well as other users of the climbing wall and equipment, to conduct myself in a safe and responsible manner;
- (e) I will pay attention to the state of the ropes in the climbing wall facility and that of the anchors, and will advise ALBERT KOKONAS or his staff if I do any damage or notice any damage; and
- (f) I will not use the climbing wall or equipment under the influence of drugs or alcohol, or when suffering from or experiencing any condition that might impair me, and confirm that I am in proper physical condition to use the climbing wall. _____ (initial)

I waive any and all claims I may now and in the future have against, and release and forever discharge from all liability and agree not to sue ALBERT KOKONAS, his employees, servants, representatives, directors, officers, insurers, agents, sponsors, wall builders, wall designers, and hold manufacturers, and each of their successors and assigns (collectively, the "Releasees") of and from all claims, actions, causes of action, costs and expenses, demands and/or liabilities for any personal injury, paralysis, illness, death, property damage or loss, financial loss or any loss or injury or damages of any kind whatsoever, foreseen or unforeseen, which might be sustained by me, or any of my family members or dependents, as a result of, arising out of or in connection with my participation in any climbing wall activity at ALBERT KOKONAS due to any cause whatsoever, including, without limitation, that the same may have been caused by, contributed to or occasioned by any act or failure to act (including, without limitations, negligence) of ALBERT KOKONAS and/or any one or more of the Releasees. _____ (initial)

I also agree to indemnify the Releasees for, on account of or by reason of any claims advanced against any of them, or any losses or damages sustained by them, arising out of my use of the climbing wall. _____ (initial)

I represent and acknowledge that I have read this assumption of risk, release, indemnity and waiver and fully understand each and every provision and that I am signing this agreement of my own free will. This agreement shall be binding upon me and my heirs, executors, administrators and assigns.

Climber's Name: (Please Print) _____

Signature of Climber: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Telephone: _____

IMPORTANT: Are you under 18 years of age?

Yes No

If yes, you must have your parent or legal guardian complete the following:

Age: _____ (Note: Children under 8 years of age are not permitted to climb.)

Name of Parent / Guardian: (Please Print) _____

Signature of Parent / Guardian: _____

"I authorize my child to engage in climbing activities on the climbing wall."
_____ (initial)

If we suspect that a child's age is misrepresented we maintain the right to ask for proof of age. If proof of age cannot be produced we will deny climbing privileges.