

Acknowledgement of Risk & Release of Liability

INDOOR ROCK CLIMBING (UNDER 18 PARENT/GUARDIAN CONSENT)



For participants under age 18 at the time of registration in the Province or Territory in which the **INDOOR ROCK CLIMBING** (Activities) is provided by Really Living Seventh-day Adventist Church under the umbrella of the Ontario Conference of the Seventh-day Adventist Church (collectively the Church).

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS, READ IT CAREFULLY.

A parent/guardian with legal responsibility for the participant **MUST** read and understand this waiver before the minor may participate in the Activities. The following waiver of all claims, release from all liability, assumption of all risks and other terms of this agreement are entered into by me (the parent/guardian with legal responsibility of the "Participant") with and for the benefit of: the Church, their directors, officers, employees, volunteers, coaches, officials, business operators, agents, and site property owners. "Activities" includes but is not limited to sports, fitness, functions, instruction, use of the facilities, participation in programs, and services provided to the Participant by the Church.

In consideration for my minor child's participation:

I am aware that there are inherent and significant risks ("Risks") associated with participation in the Activities. I am aware that those Risks include but are not limited to the potential for serious personal injury caused by any event or any condition of the facility or equipment and health risks. I understand the risks may be relative to my minor child's own state of fitness and health (physical, mental and emotional), and to the awareness, care and skill with which he/she conduct himself/herself while participating in the Activities.

I freely accept and fully assume all responsibility for all Risks and possibilities of personal injury, death, property damage or loss resulting from my child's participation in Activities. I agree that although the Church has taken steps to reduce the Risks and increase safety of the Activities, it is not possible for the Church to make the Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Church is found to be negligent or in breach of any duty or care or any obligation to my child's participation in Activities.

In addition to consideration given to the Church for my child's participation in Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives"), agree:

- to waive all claims that I have or may have in the future against the Church;
- to release and forever discharge the Church from all liability for all personal injury, death, property damage or loss resulting from my child's participation in Activities due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error of judgement of the Church; and
- to be liable for and to hold harmless and indemnify the Church from all actions, proceedings, claims, damages, costs, demands including court costs and costs on a solicitor and client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my child's participation in Activities.

I agree that this waiver and all terms contained within are governed by the laws of the Province or territory in Canada in which the Activities are provided to me by the Church. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory. Any litigation to enforce this waiver must be instituted in the Province or Territory in which the Activities are provided by the Church.

I confirm that I have had sufficient time to read and understand each term in this waiver in its entirety and have agreed to the terms freely and voluntarily. I understand that this waiver is binding on myself and my Legal Representatives.

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Church from any and all liabilities incident to my minor child's involvement or participation in the Activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law.

NAME OF CHILD (PRINT)	COMPLETION OF MEDICAL CONSENT FORM IS ADDITIONALLY REQUIRED.
SIGNATURE OF PARENT/GUARDIAN	FULL NAME OF PARENT/GUARDIAN (PRINT)
RELATIONSHIP TO CHILD	DATE
SIGNATURE OF PARENT/GUARDIAN	FULL NAME OF PARENT/GUARDIAN (PRINT)
RELATIONSHIP TO CHILD	DATE