

RELEASE, INDEMNITY AND WAIVER OF LIABILITY

**IMPORTANT NOTICE. THIS IS A LEGALLY BINDING AGREEMENT. IT AFFECTS YOUR LEGAL RIGHTS. READ IT VERY CAREFULLY BEFORE SIGNING IT. BY SIGNING IT, YOU GIVE UP CERTAIN LEGAL RIGHTS. CONSULT A LAWYER IF YOU HAVE ANY QUESTIONS.**

This document refers to the person named below as a Participant and the Corporation of the Township of Esquimalt and Her Majesty the Queen in the Right of Canada, represented by the Minister of National Defence (hereinafter collectively referred to as the "Land Owners").

**NAME OF PARTICIPANT:** \_\_\_\_\_

In consideration of the Participant being permitted to participate in the activity of Rock Climbing on the Fleming Beach Rock Face, located in the Municipality, ON AND AFTER THE DATE OF EXECUTION OF THIS AGREEMENT (the "Activity")

1. The Participant fully understands that
  - (a) rock climbing is a very dangerous sport and participation in the Activity involves risks and other dangers of serious bodily injury, including permanent disability, paralysis or death ("Risks");
  - (b) the Risks may be caused by the Participants' own actions, or inactions, the actions or inactions of others participating in the Activity, the rules of the Activity, the condition and layout of the premises and equipment, or the negligence of the Land Owners;
  - (c) there may be other risks not known to the Participant or that are not foreseeable at this time;
  - (d) the physical and economic losses or damages that could result from the Risks and other risks could be severe and could permanently change the Participants' future.
  
2. The Participant accepts and assumes the Risks and other risks, known and unknown, and assumes all responsibility for the losses, costs and damages from personal injury or death, even if caused, in whole or in part, directly or indirectly by the negligence of the Land Owners or others.
  
3.
  - a) The Participant jointly and severally irrevocably releases the Land Owners from any legal liability or other legal obligation the Land Owners may have to any or all of them in connection with participation by the Participant in any rock climbing on the Fleming Beach Rock Face. The Participant agrees that any right he/she might have to sue the Land Owners, to be paid damages by the Land Owners or to be compensated or protected by the Land Owners is given up forever. This applies to:
    - i) any personal injury or death suffered by the Participant,
    - ii) any property damage or loss suffered by the Participant, and
    - iii) any other damage, loss or expense of any kind suffered or incurred by the Participant.
  - b) Specifically, the Participant irrevocably waives (and agrees not to claim or start or participate in any court action regarding) any action, cause of action, right, claim, liability, loss, expense or damage he/she might have against the Land Owners in connection with any personal injury, death, property damage or loss or any other kind of damage, loss or expense of any kind suffered or incurred by the Participant.
  
4. Either now or in the future, the Participant jointly and severally indemnifies and holds harmless the Land Owners, their elected officials and employees from and against everything described in paragraph 3 a). If, despite this release, the Participant or anyone on the Participant's behalf makes a claim against the Land Owners, the Participants agree to indemnify and save and hold harmless the Land Owners from any litigation expenses, legal fees, loss, liability, damage, or cost they may incur due to the claim made against the Land Owners, whether the claim is based on the negligence of the Land Owners or otherwise.

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5. The Participant acknowledges that the Land Owners are not a sponsor, organizer, operator or supervisor of any rock climbing event or activity and that the Land Owners have no obligation or liability in connection with any rock climbing-related program, event or activity. This includes transportation to and from any rock climbing or rock climbing-related program, event or activity.
6. The Participant understands that he or she assumes all of the Risks if he or she is injured during the Activity and states the following:
  - (a) I believe, and represent to the Land Owners that I am qualified to participate in the Activity. I will inspect the premises and equipment and if, at any time, I feel anything to be unsafe, I will immediately leave and refuse to participate further in the Activity.
  - (b) I understand that the activities are very dangerous and involve Risks and dangers, including my being seriously injured or hurt, my being paralysed or killed.
  - (c) I know that these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the rules of the Activity, the condition and layout of the premises and equipment, or the negligence of others and including those persons responsible for conducting the Activity.
  - (d) I accept and assume all such Risks of being hurt or killed, or causing injury or death to others, and want to be allowed to participate in the Activity.
7. This agreement is binding upon the Participant and the Participant's heirs, successors, assigns and personal representatives.
8. The release, waiver and indemnity provisions of this agreement extend to the officers, employees, agents and council members of the Land Owners.

Each person who signs this document agrees to be bound by it as a contract between that person and the Land Owners and as a deed executed and delivered under seal by that person to the Land Owners. This document is effective against anyone signing below as soon as they sign it.

The above terms are agreed to as a contract and as a deed executed and delivered under seal by the following person:

Participant Signature: \_\_\_\_\_

Print Name here: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Witness Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Permit # \_\_\_\_\_