

# DOGTOOTH CLIMBING GYM REGISTRATION AND WAIVER

<b>Participant Name:</b>	<b>Date of Birth:</b>
<small>First names</small>	<small>Surname</small>
<b>Address:</b>	<b>Sex:</b>
<b>City:</b>	<input type="checkbox"/> Male
<b>Province:</b>	<input type="checkbox"/> Female
<b>Country:</b>	<b>Postal Code:</b>
<small>Outside of Canada</small>	
<b>Home Phone #:</b>	<b>Work Phone #:</b>
<b>Email:</b>	<b>Cell #:</b>
<b>In the event of an emergency contact:</b>	<b>Relation:</b>
<b>Home Phone #:</b>	<b>Work Phone #:</b>
	<b>Cell #:</b>

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**WARNING! PLEASE READ CAREFULLY.** This document is a legally binding agreement. By signing this agreement you are acknowledging that you have read, understood and accepted the terms and conditions stated in this agreement. You further acknowledge and agree that you are waiving your legal rights and give up the right to sue for any injury or damages, however caused.

**Please Read, Initial each point and Sign Below.**

To: Dogtooth Climbing Gym and/or Dogtooth Leisure Limited (hereafter known as "Dogtooth") and its directors, officers, employees, instructors, representatives and agents (collectively called "the Agents").

1. I agree as a precondition to my participation in all activities organised by "Dogtooth" and/or "the Agents" including, but not limited to indoor rock climbing (referred to as "the Activities") and in further consideration of "Dogtooth" allowing me to do so, that I will strictly be bound by this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement"). Initials \_\_\_\_\_
2. I acknowledge that I am aware that "the Activities" **involve inherent risk and dangers that may cause serious injury and possible death to participants.** I further acknowledge the nature and extent of the risks inherent to "the Activities" and use of "Dogtooth" facilities, include, but are not limited to:
  - a) All manner of muscular injuries, 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, or other climbers;
  - b) Injuries resulting from rope abrasion, entanglement, and other injuries that may result from activities or other persons including but not limited to, climbing, belaying, rappelling, lowering on rope, rescue or emergency activities, as well as injuries, abrasions or cuts resulting from contact with the climbing walls, holds or equipment;
  - c) Injuries resulting from falling climbers or falling or dropped items, including, but not limited to ropes, holds or climbing hardware;
  - d) Injuries resulting from equipment failures, including, but no limited to, failures of ropes, slings, climbing harnesses, anchor points, or any part of the climbing structure;
  - e) Injuries or death resulting from not following proper and customary personal safety procedures and the Safety Policies and Procedures of "Dogtooth" which form a part of this agreement;
  - f) Injuries resulting from the negligence of other climbers, participants, spectators, or users of the facilities, including, but not limited to belayers or spotters;
  - g) Injuries resulting from personal physical and mental limits, including, but not limited to, fatigue, chill and/or dizziness, personal strength, coordination, sense of balance, which may diminish reaction time and increase risks of accident and ability to follow or give directions while climbing, belaying, lifting, spotting or being a spectator.
- I acknowledge that the above list is not inclusive of all possible risks associated with the use of "Dogtooth" facilities and that other unknown and unanticipated risks may result in serious injury, illness or death. Initials \_\_\_\_\_
3. I fully understand the risks and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk.** Initials \_\_\_\_\_
4. I hereby **waive, discharge and agree not to sue** "Dogtooth" and "the Agents" and release "Dogtooth" and "the Agents" from **all liability and all claims** or demands for any injury, property damage, death or any other loss sustained by me as a result of my participation in "the Activities", **due to any cause whatsoever; including negligence, wrongful acts, omissions, breach of contract or breach of any statutory or other duty of care** by "Dogtooth" and/or "the Agents". Initials \_\_\_\_\_
5. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "Dogtooth", even though "the Agents" are not formal parties to "the Agreement". Initials \_\_\_\_\_
6. I acknowledge that this agreement will remain in full force and effect forever and will apply to the Participants present and future use of "Dogtooth" facilities. Initials \_\_\_\_\_

**I am 19 Years of age or older and I have read and understand "the Agreement". I understand that this document contains a promise not to sue "Dogtooth" and/or "the Agents" and that it constitutes a release of liability and an indemnity for all claims.**  
**If I am the parent and/or legal guardian of the participant I have read and understand and execute "the Agreement" on behalf of child/ward.**

I hereby sign this agreement on behalf of myself, heirs, representatives, successors, executors, administrators and assigns.

**x**  
 \_\_\_\_\_  
**Signature (Participant Or Parent/Legal Guardian)**  
**x**  
 \_\_\_\_\_  
**Print Name**

**x**  
 \_\_\_\_\_  
**Witness Signature**  
**x**  
 \_\_\_\_\_  
**Witness Name**

**x Date Signed:**    day    month    year

**For Dogtooth Gym Use**

Belay Test Result: Top Rope or Lead \_\_\_\_\_ Pass \_\_\_\_\_ Fail \_\_\_\_\_ Conditional \_\_\_\_\_ Instructor \_\_\_\_\_

Comments \_\_\_\_\_