INFORMED CONSENT

PARENT/GUARDIAN: PLEASE READ CAREFULLY

BY SIGNING THIS FORM, YOU ACCEPT CERTAIN LEGAL OBLIGATIONS

INITIALS

Assumption of Risks

In consideration of my child’s participation in Wilson Climbing Wall Activities and Programs. I acknowledge that I am aware of, and freely accept all risks, dangers and hazards associated with my child being a participant in the Wilson Climbing Wall Activities and Programs including the possible risk of severe or fatal injury to my child or others. These risks include, but are not limited to:

1. Injuries resulting from impact with other climbers or dropped items such as ropes or climbing hardware;
2. The risks associated with the design, manufacturing or installation of the facility infrastructure and its related equipment;
3. The risk and negligence, inattention or inexperience of others in the facility including use of the climbing walls including belayers;
4. Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
5. Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces;
6. Contact with participants, officials, spectators or other people or sustaining injuries arising from their actions;
7. My participation and/or use of equipment beyond my own skills and abilities;
8. Rope abrasions, entanglement and other injuries resulting from activities such as rescue systems, climbing, belaying, rappelling, smearing, edging, hand holds or other movement skills and any other rope techniques;
9. Falls, slips, trips, sprains, impacts or other such accidents that occur while in the facility, around or using the climbing walls whether caused by me or others including injuries that can arise from an uneven and/or soft surfaces;
10. Injuries resulting from use, misuse, non-use or failure of any equipment including, but not limited to, ropes, slings, harnesses, climbing hardware, anchor points or any part of the climbing structure;
11. Injuries or illness resulting from failure to follow directions, instructions and guidelines provided by those in charge of the activity or facility staff;
12. Increased injury and/or illness that arises from use of the facility including climbing wall and related equipment as a result of aggravation to a pre-existing medical conditions
13. Injury resulting from impact with obstructions, equipment, other participants or spectators;
14. Potential exposure to infectious and communicable disease, including but not limited to COVID-19.

Initials: __________________

Release of Liability and Indemnification

In consideration for the University allowing my child to participate in the Wilson Climbing Wall Activities and Programs I agree:

1. that the Governors of the University of Alberta, their officers, employees, and volunteers (hereinafter referred to as the “University”) are not responsible for any loss, damage, injury or expense of any kinds sustained by my child while participating in Wilson Climbing Wall Activities and Programs and all related activities, including any loss, damage, injury
or expense that might result from the negligence of the University;

2. to WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the University arising out of any aspect of my child’s participation in Wilson Climbing Wall Activities and Programs and to RELEASE the University from any and all liability resulting from any loss, damage, injury (including death) or expense that my child may suffer as a result of my child’s participation in the Wilson Climbing Wall Activities and Programs due to any cause whatsoever, including without limitation, negligence, breach of contract, or breach of any statutory or other duty of care, as well as any duty of care owned under the Occupiers’ Liability Act (Alberta) on the part of the University;

3. to INDEMNIFY AND HOLD HARMLESS the University in relation to:
   a. any damage to University property caused by my child;
   b. any and all liability for any damages to the personal property of, or personal injury to, any third party resulting from my child’s participation in Wilson Climbing Wall Activities and Programs and
   c. any and all claims, demands, actions and costs which might arise out of my child participating in Wilson Climbing Wall Activities and Programs, even though such claims, demands, actions and costs may have been caused by the negligence of the University.

Initials: ______________

Acknowledgement

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT before signing it, that I have executed this Agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, executors, administrators and representatives. Further, I acknowledge and agree:

1. To instruct my child to follow all rules and guidelines set out by the University and its representatives related to the Climbing Wall and all related activities.

2. That I will instruct my child climb safely and within his or her abilities.

3. That I will instruct my child to wear appropriate attire, including footwear, for climbing activity.

4. To instruct my child to follow all guidelines for infection prevention and control as instructed, including social distancing, hand hygiene, and wearing personal protective equipment (eg. gloves, masks) to protect themselves against COVID-19 and other communicable diseases.

5. That I will ensure my child will follow health authority self-isolation guidelines and stay home if they feel ill.

SIGNED THIS _______ day of ____________________________, 20_______, at ________________________.

(City, Province)

_________________________________________                     ______________________________________
Signature of Parent/Guardian                        Signature of Witness (Non-Family Member)

______________________________________   ______________________________________
Printed name of Parent/Guardian                                                    Printed Name of Witness

_____________________________________
Witness Address

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 33(c) of the Alberta Freedom of Information and Protection of Privacy Act and will be protected under Part 2 of that Act. It will be used for the purpose of administering the Wilson Climbing Wall Activities and Programs managing records retention, and/or to communicate with the emergency contact in case the participant is seriously injured or ill.