



ROCK'N'CLIMB CLIMBING WALL AGREEMENT

Waiver of liability; indemnification agreement; and covenant not to sue.

NOTICE; this is a legally binding agreement. By signing this agreement, you give up the right to bring a court action to recover compensation or obtain any other remedy for injuries to yourself, your property or for your death arising from your use of Fantasy Fair's Rock'N'Climb, climbing wall now or any time in the future.

ACKNOWLEDGEMENT OF RISK

I, the undersigned user, hereby acknowledge and agree that the sport of climbing and the use of the Rock'N'Climb climbing walls, located in Fantasy Fair in the Woodbine Shopping Centre, 500 Rexdale Blvd. Etobicoke, Ontario, M9W 6K5, Canada poses inherent risks. I have full knowledge of the nature and extent of all of the risks associated with the use of the Rock'N'Climb, climbing wall, including, but not limited to:

1. All manner of injury, including, but not limited to death and/or paralysis, from falling off of the climbing wall, apparatus and hitting the landing area, the climbing wall, another climber, or an object on the wall or ground;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the climbing walls or apparatus;
3. Injuries resulting from other climbers or dropped items such as, but not limited to, climbing hardware and belay anchors, climbing holds or pieces of any wall surface, or personnel items of any sort thereof;
4. Cuts and abrasions resulting from skin contact with ropes, climbing hardware and climbing wall surfaces;
5. Failure of ropes, slings, harnesses, shoes, helmets, climbing hardware, anchor points, or any part of the climbing wall structure.
6. Injuries resulting from the use of equipment including, but not limited to, auto-belay equipment, climbing wall surfaces or contact with any surface of the floor, fencing, stairs or other climbers.
7. Climbers must be properly attached to the auto-belay carabineer, use helmets and properly fitted harnesses at all times when climbing.

I further acknowledge that the above list is not inclusive of all the possible risks associated with my use of the Rock'N'Climb climbing walls. The above list in no way limits the extent or reach of this Release/Indemnification and Covenant Not to Sue.

RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of the Rock'N'Climb climbing walls, I, the undersigned user, agree to release and, on behalf of myself, my heirs, representatives, executors, administrators and assigns, **HEREBY DO RELEASE**, Fantasy Fair at the Woodbine Centre, Inc. its owners, shareholders, officers, directors, employees, consultants and agents, from any cause of action, claims, or demands of any nature whatsoever now or in the future (except for gross negligence and willful misconduct), which I, my heirs, representatives, executors, administrators and assigns may now have against Fantasy Fair at the Woodbine Centre, Inc., its owners, shareholders, officers, directors, employees, consultants and agents on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the Rock'N'Climb climbing walls, whether that use is supervised, unsupervised, however the injury or damage is caused, including but not limited to, the negligence of Fantasy Fair at the Woodbine Centre, Inc., its owners, shareholders, officers, directors, employees, consultants and agents.

I the undersigned user, do hereby agree to indemnify and hold harmless, Fantasy Fair at the Woodbine Centre, Inc., its owners, shareholders, officers, directors, employees, consultants and agents from any and all causes of action, claims, demands, losses or costs of any nature whatsoever (except for those resulting from the gross negligence or intentional misconduct).



I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Fantasy Fair at the Woodbine Centre, Inc. Rock 'N' Climb climbing walls and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage including, but not limited to, death or paralysis, that I may sustain while using the Rock 'N' Climb climbing walls at Fantasy Fair at the Woodbine Centre, Inc., and that by signing this agreement, I am relieving Fantasy Fair at the Woodbine Centre, Inc., its owners, shareholders, officers, directors, employees, consultants and agents, of any and all liability for such loss, damage or death.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of the Rock 'N' Climb climbing walls at Fantasy Fair at the Woodbine Centre, Inc. I understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this agreement is duly executed this _____ day of _____, _____.

Users information:

First and Last Name (Print): _____

User's Signature: _____

email address: _____

Date of Birth: _____

Age: _____

Waist Size: _____

Address: _____

Home Phone: _____

Work Phone: _____

Emergency Contact Name: _____

Phone Number: _____

If user is under 18 years old: Parent/Guardian Consent: I, as parent or guardian of the above minor under 18 years of age, hereby consent, on behalf of the said minor, to the terms and conditions set forth in this Waiver of Liability; Indemnification Agreement and Covenant Not To Sue.

Name of Parent/Guardian (Print): _____ Signature: _____

Address: _____

Phone Number: _____

Emergency Contact: _____