

# THE CITY OF YELLOWKNIFE

(the "City")

# CLIMBING WALL INFORMED CONSENT AND ACKNOWLEDGMENT OF RISKS AGREEMENT (FOR MINORS)

Minor's Full Name:	
Minor's Date of Birth:	
Parent or Guardian's Full Name:	
Address of Minor:	
Phone Number of Parent or Guardian:	

### TAKE NOTICE!

## BY SIGNING THIS DOCUMENT, YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

#### - PLEASE READ CAREFULLY -

#### 1 ASSUMPTION OF RISK

- 1.1 I am aware that my child's participation in the activities of climbing, rappelling, belaying, spotting, rescue systems, bouldering, and any other related activity (the "Activities") in the climbing facility located at the City of Yellowknife's Fieldhouse (the "Facility") has many inherent risks, dangers and hazards, including but not limited to the following:
  - a) injury resulting from slips or falls on footholds, handholds, uneven floors, decks, floor padding, or mats;
  - b) injury resulting from collision with climbing wall features such as protruding rocks, ledges, edges, railings, outcroppings, or access ladders;
  - c) injury resulting from the use, misuse, non-use or failure of any of the equipment used in the Facility, including but not limited to ropes, slings, harnesses, climbing hardware, automatic belay devices, anchor points, and any other part of the climbing structure (the "Equipment");
  - d) rope abrasion, entanglement and other injury which results from the use of ropes;
  - e) injury resulting from collisions with other users of the Facility;
  - f) injury resulting from the actions of other users of the Facility;
  - g) injury resulting from falling climbers, dropped items, or falling Equipment;
  - h) cuts and abrasions resulting from skin contact with the climbing wall; and
  - i) theft, vandalism or loss of personal property.
  - (collectively, the "Risks")
- 1.2 I understand and will instruct my child that the City's Climbing Wall Guidelines and the age restrictions on the Activities must be followed and at all times the sole responsibility for personal safety remains with my child. I acknowledge that the Guidelines may change and it is my responsibility to inform myself and my child of the City's Climbing Wall Guidelines which are posted at the Facility and available at

# www.yellowknife.ca.

- 1.3 I will direct my child to obey all instructions that my child receives from Facility employees, climbing wall instructors, or volunteers. I acknowledge on my child's behalf that the City will not be responsible for any injury that occurs as a result of my child's failing to obey Facility employees.
- 1.4 I have satisfied myself and believe that my child is physically, emotionally and mentally able to participate in the Activities. I will notify Facility employees if my child has any condition or requires any medication that may affect my child's ability to participate in the Activities or which may affect my child's interactions with employees or other users of the Facility.
- 1.5 I authorize City employees and volunteers to consent to emergency medical treatment in accordance with the best interests of my child should I not be present at the relevant time to grant consent myself.

#### 2 **INFORMED CONSENT**

Date

2.1	In o	n consideration of the City allowing my child to participate in the Activities, I agree that:		
	a)	I consent to my child's participation in the Activities and I freely and voluntarily accept and assume on behalf of my child all of the Risks associated with the Activities and recognize that these Risks may result in property damage, all manner of personal injury (including serious injuries such as fractures,		
spinal cord injury and brain injur	spinal cord injury and brain injury) and death; (initial)			
my child without proper training, (2) the	b)	my child without proper training, (2) the improper use of any Equipment by my child, and (3) the		
	or functionality of any Equipment that is not owned by the City;  (initial)			
Facility. I have instructed my child to be aware of and pay attention to other users of the participating in the Activities; and  d) I accept all responsibility for the actions of my child while they are at the Facility. I property or injury to persons is caused by the actions of my child, I will be personally re	c)	I recognize on my child's behalf that the City is not responsible for the actions of other users of the Facility. I have instructed my child to be aware of and pay attention to other users of the Facility while		
	participating in the Activities; and (initial)			
	d)	I accept all responsibility for the actions of my child while they are at the Facility. If damage to property or injury to persons is caused by the actions of my child, I will be personally responsible for all such damages or injuries.		
		(IIIIIai)		
2.2		is agreement will be effective and binding upon my child's heirs, next of kin, executors, administrators, signs, attorneys, and representatives in the event of my child's death or incapacity.  (initial)		
full l	egal	hat my child is over the age of four, that I am the legal parent or guardian of the child and that I have responsibility for decisions regarding my child. I have carefully read this Informed Consent and		
Ackn	owle	edgement of Risk Agreement.		
Sign	atur	e of Parent/Guardian Signature of Witness		

Date

Witness Name (Printed)