

CLIMB NOVA SCOTIA RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. It is the purpose of this agreement to exempt, waive and relieve CLIMB NOVA SCOTIA ("CNS") from liability for personal injury, property damage, and wrongful death, including if caused by negligence. CNS includes, but may not be limited to; CNS executives, members, local associations, event hosts, other participants, volunteers, sponsors, advertisers, equipment manufacturers, transportation and drivers, landowners or caretakers of land where CNS ACTIVITIES take place. **IF YOU DO NOT UNDERSTAND ANY PORTION OF THIS DOCUMENT, CONSULT A LAWYER BEFORE SIGNING IT.**

CLIMBING IS DANGEROUS

IN CONSIDERATION of being permitted to participate in any way in the CNS activities, events or gatherings ("CNS ACTIVITIES") which may be sponsored, sanctioned, advertised, supervised or in any way connected directly, indirectly or by implication to Climb Nova Scotia, or use CNS equipment I, for myself and my personal representatives, assigns, heirs, and next of kin:

1. **ACKNOWLEDGE**, agree, and represent that I realize **CLIMBING IS DANGEROUS. I FULLY UNDERSTAND THAT CLIMBING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH.**
2. **UNDERSTAND** that pre-existing conditions, medical and otherwise, may make climbing inappropriate and exceedingly unsafe for some individuals. I certify that I am fit to engage in CNS ACTIVITIES and possess no such ailments or risk factors including, but not limited to; heart or circulatory ailments, serious respiratory afflictions, epilepsy, or extreme phobias or likewise guarantee the fitness of the minor under my care. **IF I AM IN DOUBT AS TO MY FITNESS OR SUITABILITY FOR CLIMBING, OR THE FITNESS OR SUITABILITY OF THE MINOR UNDER MY CARE FOR CLIMBING, I WILL CONSULT A PHYSICIAN BEFORE SIGNING THIS DOCUMENT.**
3. **REALIZE** that risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the CNS ACTIVITIES, the conditions in which the CNS ACTIVITIES take place, or THE NEGLIGENCE OF CNS. There may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor under my care in CNS ACTIVITIES.
4. **HEREBY RELEASE FROM ALL LIABILITY**, discharge, and promise not to sue CNS, nor make demands or claims for losses, or seek restitution **FOR DAMAGES CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF CNS** or otherwise, including negligent rescue operations and I further agree that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I, or anyone on my behalf, makes a claim against CNS, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS CNS** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

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I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect. MY INTENT BY SIGNING BELOW IS TO EXEMPT, WAIVE AND RELIEVE CLIMB NOVA SCOTIA ("CNS") FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND WRONGFUL DEATH, INCLUDING IF CAUSED BY NEGLIGENCE AS SPECIFIED IN THE ABOVE AGREEMENT.

Printed Name of Participant: _____

Address: _____ (Street, Unit)

_____ (City, Province)

_____ (Postal Code, Country)

Home Phone: _____

Cell Phone: _____

Email: _____

Contact Name in Case of Emergency: _____

Contact Telephone in Case of Emergency: _____

Participant's Signature (only if age 18 or over): _____

Witness Signature (only if age 18 or over): _____

I am the PARENT OR LEGAL GUARDIAN of the minor climber who will be partaking in CNS ACTIVITES. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS on behalf of the minor under my care.

Printed Name of Parent or Legal Guardian: _____

Signature of Parent or Legal Guardian: _____

Date: _____

Climb Nova Scotia will never sell or share your personal information without your consent.

