

**ACKNOWLEDGEMENT OF RISK, WAIVER AND RELEASE OF LIABILITY
(PEAK Indoor Rock Climbing)**

Participant's Name: _____
 (the "Participant")
 (Participant Must Be 7 yrs of age)

Registration Date: _____

Gender: _____

Participant's Age: _____

Name of Programs **Peak Adventures**

PLEASE READ CAREFULLY AND SIGN BELOW

Except as expressly identified by me in the Child's *Application and Registration Form (PEAK Indoor Rock Climbing)*, I am not aware of any health or medical conditions the Child may have that would suggest to me that the Child should not be a participant in the activities operated or provided by the Boys & Girls Clubs of Kawartha Lakes (the "Club"). I have not been advised that the Child should not participate by a qualified health care provider, or otherwise.

I understand that there is risk of serious injury, harm or death to the Child arising from the Child's participation in the Activities, which may include injuries sustained from falling (of the Child, or others, or the falling of objects), collision (with equipment, projections on the floor or otherwise, or with other participants, etc.,) or the failure to operate or maintain properly, or the misuse of, the facilities and/or equipment utilized for the Activities, in which I have requested the Child be permitted to participate. I understand that this form shall be bind me and apply to all of the Activities and other activities and programs operated by the Club and in which the Child may participate, including travel and the transportation of the Child.

In consideration of the Child being permitting to participate in, or be a member of, any of the present and/or future programs operated or provided by the Club and, in particular, the Activities and all of the related activities, events and occurrences (including transportation of the Child), and on behalf of both the Child and myself (including my trustees, administrators, heirs, next of kin, successors and assigns), I hereby and irrevocably waive, release and discharge the Boys & Girls Clubs of Kawartha Lakes, including all of its employees, directors, officers, agents, trustees, representatives, contractors, sub-contractors, drivers, volunteers, other participants and/or members, predecessors, successors and assigns (the "Releasees"), for and from any and all injury, harm and/or damages of any kind, howsoever caused or arising, including those arising from the Releasees' own negligence, as well as any and all liability arising from, or related to, directly or indirectly, the Child's death, disability, personal injury, property damage or property theft, and any other claims for damages the Child or I may have now or in the future, including those related directly or indirectly to the Child's participation in the Activities.

I understand that this form will be used against me in any proceeding in which I make any claim of any kind against the Releasees, on my own or on behalf of, or as a representative of, the Child.

I represent and warrant that I am the parent, natural guardian and/or legal guardian of the Child, who is a minor, and who is also seeking permission to participate in the Activities at my request and, in such capacity, on my behalf and on the behalf of the minor participant, the Child, I irrevocably agree to the terms and conditions set out above. ***I also acknowledge being requested by the Club to obtain legal advice before signing below which, despite being so requested, I voluntarily elect not to seek or obtain before signing below.***

READ BEFORE SIGNING:

Participants under the age of 18 require Parent/Guardian Consent: _____ Date: _____.

Participants under the age of 18 require Parent/Guardian Consent: _____ Date: _____.