

**PARTICIPANT AGREEMENT
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
PLEASE READ CAREFULLY**

**TO: Ray Hawkes, doing business as Solstice Alpine Guides, 2097 Embleton Cres.,
Courtenay BC V9N 8K1**

**AND TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, and THE
PROVINCE OF BRITISH COLUMBIA**

In Consideration of my being permitted by Solstice Alpine Guides to use natural rock climbing areas and indoor rock climbing. I agree to the following waiver and release. I, the undersigned user, agree to IDEMNITY AND HOLD HARMLESS Solstice Alpine Guides and I make the following representations:

Solstice Alpine Guides, its agents, employees, instructors and volunteers, (hereinafter SAG) have done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests that rock climbing is not risk free. The same elements that contribute to the unique character and fun of rock climbing such as the physical exertion or the height can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks.

ACKNOWLEDGMENT OF RISK

Rock climbing and using indoor climbing walls like all recreation activities is hazardous. The obvious accidents that occur in climbing are falling while climbing. Whenever you fall you may fall only a few feet or all the way to the ground. As you fall you may hit objects or the wall that are in your path. If the rope catches your fall the jolt from the rope may cause injury. Falling to the ground may cause serious injury from any height. In addition to the hazards of falling, objects falling off the wall may hit you. Holds, climbing equipment and even people may fall and hit you as you are standing at the base or while climbing. Equipment may fail. Climbing equipment is tested before use, however the extreme conditions of the environment in which climbing equipment is used in conjunction with the damages caused by the wall can cause climbing equipment to fail. Improper use of the equipment or not property tying in will result in injury. The climbing hold may spin or break. As you climb you may pull out protection from the wall or it may become unclipped. You will experience cuts from holding on to the holds or wall. You may also experience rope burns from handling the rope. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This list is not an exclusive or exhaustive list of possible injuries, trauma or

accidents that may occur while climbing. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. I certify that my family, including minor children and myself are fully capable of participating in a climbing program I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of SAG I also understand that SAG reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in rock climbing. My family and I are in good physical condition and able to undertake this activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless SAG their agents and employees from all claims, damages, losses, injuries, and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue SAG, their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of SAG or my family, myself, or my heirs, against SAG arising out of participation in this program. In short, I cannot sue SAG and if I do, I cannot collect any money. I agree to the site of any lawsuit and the law governing any such lawsuit shall be the Province of British Columbia and governed by British Columbia law. The terms of this agreement shall continue and be in effect after the Mountaineering or rock climbing trip has ended. As liquidated damages, I hereby agree that if SAG is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay SAG costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. I acknowledge that no guarantees have been made with respect to achieving objectives. I authorize and release to SAG the use of my image in any photograph or video recording for any purpose of SAG I have adequate health, disability, and life insurance for my family and myself. I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against SAG on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____
Address _____

Phone _____

Date _____

Signature of Witness _____

Print Name _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(for participants under the age of 19)

In consideration of _____ (print minor's name) being permitted by SAG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SRG from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Name _____

Date: _____

.