

b5 WAIVER & INDEMNITY AGREEMENT

I UNDERSTAND THAT THIS DOCUMENT, WHEN AGREED TO BY ME, WILL WAIVE LEGAL RIGHTS AND CREATE LEGAL OBLIGATIONS IN ACCORDANCE WITH ITS TERMS AND I MAKE THESE AGREEMENTS AND DECLARATIONS UNDERSTANDING SUCH CONSEQUENCES.

I (PRINT NAME BELOW) HEREBY DECLARE AND AGREE AS FOLLOWS:

That I am Member at Five Point Climbing Ltd. DBA. Climb Base5 North Vancouver and/or City Cliffs Climbing Gyms Ltd. DBA. Climb Base5 Coquitlam, hereinafter referred to as "the Gym".

WAIVER, RELEASE AND INDEMNITY

1. By checking "Agree", I hereby declare and agree to the following:

In recognition of the infectious nature of the COVID-19 virus, and the potential to be infected by a person showing no symptoms of exposure to the virus, I understand that there exists a risk that I could be infected with the COVID-19 virus as a result of my attendance at the Gym, and suffer serious medical consequences, even death, as well as financial loss, and in full knowledge and understanding of these risks, I declare that I freely assume such risks as the consequence of my choice to use the Gym, that such use shall be entirely at my own risk, and that I, on behalf of myself, my heirs, successors and estate, hereby irrevocably waive as against the Gym and its directors, officers, employees, sponsors, independent contractors and agents, as well as my fellow Members, any and all recourse, proceedings, claims, and causes of action of any kind whatsoever, in respect of any and all COVID-19-related personal injury, loss or death which I may suffer arising out of or connected with my attending at and using the facilities of the Gym, even if such injuries or losses may have been caused solely or partly by the negligence or breach of duty of the Gym.

INITIALS

2. By checking "Agree", I hereby declare and agree to the following:

Furthermore, I do hereby, on behalf of myself, my heirs, executors and my estate, release the Gym from all liability to myself, my heirs, successors and my estate from any consequence, claim or liability arising from any harm, loss, injury or other adverse effect related to the COVID-19 virus, including death, occurring to me as a result of my attending at and using the facilities of the Gym.

INITIALS

3. By checking "Agree", I hereby declare and agree to the following:

I do hereby agree to indemnify, defend and hold harmless the Gym and its members, volunteers, agents, employees and contractors from and against any and all liability, claims, actions, demands, losses, damages or expenses (including legal fees on a solicitor and own client basis) arising from or related to the COVID-19 pandemic in connection with my attending at and using the facilities at the Gym.

INITIALS

4. By checking "Agree", I hereby declare and agree to the following:

I acknowledge that I would not be permitted to attend at the Gym and participate in sports and other activities during the current COVID-19 pandemic crisis if I did not make the agreements and declarations hereunder, and that I am bound by the terms and conditions of this agreement.

INITIALS

5. By checking "Agree", I hereby declare and agree to the following:

I understand that by completing and submitting this document i am waiving legal rights that I may otherwise have, including the right to sue, and assuming legal obligations by the indemnity herein granted by me. I acknowledge being advised by this document that, should i have need for legal advice with respect to the content and application of this document, i will obtain independent legal advice to safeguard my interests in this regard.

INITIALS

6. I hereby declare that I have read, understand and agree to act in all respects in compliance with the policies and guidelines currently posted at the Gym premises or on the Gym's website or circulated by email by the Gym, as such may be amended from time to time.

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7. I hereby acknowledge, accept and agree that the Gym has adopted a zero tolerance policy with regard to the accuracy of the information provided by me herein, and also with regard to the strict observation of all regulations and rules established and posted by the Gym for the purpose of protecting the safety of our members and staff during the COVID-19 crisis. Breach or contravention of any of the posted rules and regulations, or conduct that may or could place the health of staff or members in jeopardy, and inaccuracies in these health declarations will be grounds for me to be removed from the Gym premises, denied access to the Gym for the duration of the COVID-19 emergency, and may be grounds for my suspension or expulsion from the Gym.

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8. Health Declarations

I hereby declare that I nor anyone else in my household, nor anyone with whom I have had contact within the last fourteen days, has to my knowledge experienced any symptoms known or understood or suspected to be linked to the COVID-19 virus; these include, but are not limited to, fever, cough, sore throat, respiratory illness, and difficulty in breathing, and any other symptoms published by any authority of the provincial health ministry for BC. If I or anyone in my household, or any person with whom I have had contact, to my knowledge, develop or experience any such symptoms after I submit this form, I agree that I will not visit the Gym for a minimum of fourteen days after such symptoms have entirely disappeared.

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9. Agreed and Declared upon this date.

SIGNATURE _____ DATE _____

IF I AM THE PARENT AND/ OR LEGAL GUARDIAN OF THE PARTICIPANT, I HAVE READ AND UNDERSTAND AND AGREE TO EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/ WARD, I HEREBY AGREE TO IMDEMNIFY AND SAVE HARMLESS THE COMPANY AND AGENTS FOR ANY AND ALL CLAIMS, BY OR ON BEHALF OF OUR SAID CHILD IN RESPECT OF, OR ARISING OUT OF, ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE AS IT RELATES TO ALL THE EVENTS ORGANIZED BY "THE COMPANY" AND/OR "THE AGENTS"

NAME OF CHILD _____ SIGNATURE OF PARENT/GUARDIAN _____