

The Hive Climbing & Fitness – Adult (18+) Release of Liability & Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

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BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION  
FOLLOWING AN ACCIDENT

**TO:** Honeycomb Climbing Incorporated, 10043104 Manitoba LTD, and Hive Climbing Winnipeg (collectively, the “Companies”), their owners, officers, directors, partners, shareholders, agents, guides, instructors, independent contractors, affiliates, volunteers, participants, employees, representatives, successors and assignees of the Companies, and all other persons or entities acting in any capacity on their behalf.

In this agreement, the term “Climbing Activities” means all activities, events, or services provided, arranged, organized, conducted, sponsored, or authorized by one or more of the Companies and includes without limitation: indoor climbing, outdoor rock climbing, indoor bouldering, outdoor bouldering, training, stretching, yoga, observing others engaged in the Climbing Activities, volunteering, supervision of children by parents or guardians, all school and instructional sessions, transportation to outdoor climbing sites, and all other activities, events, and services in any way connected with or related to Climbing Activities, whether taking place before, during, or following my participation in Climbing Activities.

**I UNDERSTAND THAT PARTICIPATION IN CLIMBING ACTIVITIES CAN BE HAZARDOUS AND MAY INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.** I acknowledge that my participation in Climbing Activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the Climbing Activities. The risks include but are not limited to: scrapes, cuts and bruises; falling off of equipment; muscle and joint sprains and strains; broken wrists, ankles, legs and other bones; participants falling and falling on each other resulting in broken bones and other serious injuries including death; and in the context of outdoor rock climbing, in addition to the injuries listed above, include but are not limited to: trips arising from walking on uneven terrain, falling whether roped or un-roped off a route, falling rock or other objects, rope burns, weather which may cause injury due to extreme heat, cold or lightning, wild animals, insect bites, hazardous plant life, and transport by public or private vehicles to and from the activity site.

I agree to assume responsibility for maintaining control at all possible times while engaging in the Climbing Activities and for reading, understanding and complying with all signage and heeding the instructions of staff of the Companies. I further understand that falls and injuries are common.

**I UNDERSTAND PARTICIPATING IN THE CLIMBING ACTIVITIES COULD RESULT IN MY INFECTION WITH THE COVID-19 VIRUS, WHICH COULD INVOLVE FLU-LIKE SYMPTOMS, RESPIRATORY PROBLEMS, ORGAN FAILURE, PERMANENT DISABILITY, OR DEATH.** I agree that I will not participate in any of the Climbing Activities, if: (1) to the best of my knowledge and awareness, I am experiencing, or have experienced in the prior 14 days, flu-like symptoms or symptoms of any transmissible viral or bacterial infection or disease; or (2) to the best of my knowledge and awareness, I have been in contact in the prior 14 days with any person diagnosed with the COVID-19 virus. I will not participate in any Climbing Activities if I have been advised by the Province of Manitoba, any government agency, or my doctor to self-isolate due to possible exposure to COVID-19.

I acknowledge that alcohol, marijuana and other drugs – both prescribed and non-prescribed – have the capacity to impair my judgment and reduce my ability to effectively manage risks. I understand that consuming alcohol or marijuana before or during my participation in the Climbing Activities is not permitted.

**RECOGNIZING THESE RISKS AND DANGERS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE CLIMBING ACTIVITIES AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITIES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

In consideration of the Companies allowing me to participate in Climbing Activities and permitting my use of their personal property, facilities, or equipment, **I AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Honeycomb Climbing Incorporated and Hive Climbing Winnipeg Inc., its insurer, the Companies’ owners, officers, directors, partners, shareholders, agents, guides, instructors, independent contractors, affiliates, volunteers, participants, employees, representatives, successors and assignees, and all other persons or entities acting in any capacity on their behalf (each of whom, along with each of the Companies, is a “Released Party”) **FOR ANY INJURY, DEATH, LOSS, PROPERTY DAMAGE, OR EXPENSE, WHICH I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF MY PARTICIPATION IN THE CLIMBING ACTIVITIES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS BASED ON ANY RELEASED PARTY’S: (1) ALLEGED OR ACTUAL NEGLIGENCE; (2) BREACH OF CONTRACT; (3) NEGLIGENT MISREPRESENTATION; (4) BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION; OR (4) BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT (Manitoba). I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE CLIMBING ACTIVITIES.**

I understand the above paragraph releases all legal or equitable claims I might have against one or more Released Party, including those of which I am not aware, those not mentioned in the above paragraph, and those resulting from anything that has happened up to now.

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RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK WARNING AND INDEMNIFICATION AGREEMENT (continued)

I acknowledge and understand that Honeycomb Climbing Incorporated, 10043104 Manitoba LTD, and Hive Climbing Winnipeg are not responsible for any lost or stolen personal property belonging to myself or the minor child(ren) under my care while that personal property is at any climbing gym operated by the Companies nor at any parking lots, vehicles in parking lots, or lockers associated with those climbing gyms or parking lots.

I agree that this agreement will bind and benefit my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity. I will not assign my rights and obligations under this agreement.

The laws of the Province of Manitoba and federal laws of Canada applicable in Manitoba govern this agreement. The courts of the Province of Manitoba have exclusive jurisdiction over any claims arising out of this agreement. If any part of this agreement is held unenforceable, the validity of all remaining parts will not be affected.

In entering into this agreement I am not relying upon any oral or written representations or statements made by any Released Party with respect to the safety of the Climbing Activities other than what is set forth in this agreement.

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| <p>--ADULT PARTICIPANT INFORMATION--</p> <p>PLEASE FILL OUT THIS SECTION CLEARLY AND COMPLETELY – ALL INFORMATION IS REQUIRED AND WHEN PROVIDED WE CAN ENTER YOUR WAIVER INTO OUR COMPUTER SYSTEM AND YOUR WAIVER WILL BE VALID FOR ONE YEAR FROM THE DATE OF ENTRY.</p> |   |
| <p>Participant Name: _____</p> <p>Phone: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Emergency Contact: _____</p>   | <p>Age: _____ Date of Birth (MM/DD/YY): _____</p> <p>Email: _____</p> <p>Postal Code: _____</p> <p>Current Date (MM/DD/YY): _____</p> <p>Emergency Contact Phone: _____</p> |