



**BOULDERING ACTIVITIES
DECLARATION, PUBLICITY AGREEMENT,
WAIVER, RELEASE OF LIABILITY,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

(this "Agreement")

THIS IS AN ABSOLUTE AND UNCONDITIONAL DECLARATION, PUBLICITY AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING. BY SIGNING, YOU WILL GIVE UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ALSO ACKNOWLEDGE THAT YOU HAVE READ AND COMPLIED WITH THE CONTENTS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY ALL THE TERMS SET OUT IN IT.

DESCRIPTION OF BOULDERING ACTIVITIES

The Bouldering Activities (the "Activities") referred to in this Agreement include, but are not limited to, bouldering on outdoor climbing structures with natural hand holds and the use of boulders for body support. The Activities take place in the Niagara Glen, which is the property of the Niagara Parks Commission (hereinafter referred to as "NPC")

I, _____
(Participant) (PLEASE PRINT)

(Address)

(City) (Country)

(Postal Code) (Telephone number)

Emergency Contact Name: (PLEASE PRINT)

Relationship to Participant: (PLEASE PRINT)

Telephone number(s) and address of Emergency Contact (if different than above):

(Telephone) (Address)



having agreed to participate in the Activities in accordance with the Bouldering Rules (a copy of which is attached), I understand that if I sign this Agreement, pay the necessary fee to obtain a non-transferable and non-saleable permit and otherwise comply with the Bouldering Rules as per attached, and the Rules and Regulations of the NPC I will be permitted to participate in the Activities.

In consideration of my being permitted to participate in the Activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. I understand that I must supply all necessary climbing and other equipment, and protective gear. I acknowledge that participants are strongly encouraged to wear helmets, and that those under the age of 18 must be accompanied by a parent or guardian while participating in bouldering. **All participants are also strongly encouraged to be accompanied by another person who can act as a “spotter” and seek help in case of emergency as cellular phone coverage in Niagara Glen (where the Activities will take place) is intermittent.**
2. I agree to participate in Activities, in accordance with the Bouldering Rules and understand that my participation is non-transferable and non-saleable. I acknowledge and accept that NPC reserves the right to amend or cancel the Activities, or change the Bouldering Rules, at any time without notice.

ASSUMPTION OF RISKS, WAIVER OF CLAIMS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

3. I am aware that my participation in the Activities involves many serious risks and dangers, including, but not limited to, injury (including, but not limited to, broken bones, muscular injuries, sprains, cuts, dislocations, abrasions and bruises), illness, disability and death. These can result from a variety of factors, including but not limited to, falls, fatigue; overexertion; exhaustion; heart problems; medical illnesses and emergencies; dehydration; weather conditions; exposure to the elements; visibility conditions; terrain; collisions with other participants, and man-made and natural objects; falling objects, accidents, medical problems, and other hazards; equipment failures or malfunctions, and operator and other participants' errors. I acknowledge that the failure to wear a helmet may increase the risk of injury, illness, disability and death. I acknowledge that I will be entirely responsible for ensuring my own safety while participating in the Activities, and that there will be no NPC personnel or staff supervising or instructing me. Furthermore, I acknowledge that there will not be a physician or other medical personnel nearby in the event that I become injured or ill. Because of the location of the Niagara Glen and the Activities, medical help may be some considerable distance and time away in the event of a medical emergency. As well, I understand that cellular phone coverage in the Niagara Glen (where the Activities will take place) may be intermittent, thus interfering with or preventing the ability to seek help in the event of an emergency. I agree that my participation in the Activities is entirely voluntary, and I knowingly and freely assume all such risks and dangers.
4. I agree as follows, on behalf of myself and my personal representatives, estate, heirs, next of kin, executors, administrators and assigns:
 - a. to waive any claims that I have or may have in the future against NPC, Her Majesty the Queen in the Right of the Province of Ontario (hereinafter referred to as “Ontario”), and their respective commissioners, directors, officers, employees, guides, agents, subcontractors, suppliers, sponsors, representatives, successors and assigns (collectively, the “Releasees”) in any way relating to or



arising in connection with my registration for and/or participation in the Activities (including, without limitation, relating to injury, accident, illness, disability, death, loss, damage or expense of any kind), for any reason whatsoever, including, without limitation, the negligence or breach of contract of the Releasees or any other participant in the Activities;

- b. to fully discharge, release and hold harmless the Releasees from and against any and all liability, claims, causes of action, actions, suits, contracts, proceedings, demands, damages, entitlements, dues and debts of any kind (including costs and expenses related thereto) that I have or may have in the future against the Releasees in any way relating to or arising in connection with my registration for and/or participation in the Activities (including without limitation relating to injury, accident, illness, disability, death, loss, damage or expense of any kind), for any reason whatsoever, including, without limitation, the negligence or breach of contract of the Releasees or any other participant in the Activities;
- c. to not make any claim or commence or maintain any action or proceeding against any third party which might be entitled to claim contribution or indemnity or other relief over against the Releasees under the provisions of any statute or otherwise, in respect of any matter released by this Agreement; and
- d. to defend, indemnify and hold harmless the Releasees from any and all liability, claims, causes of action, actions, suits, contracts, proceedings, demands, damages, entitlements, dues and debts of any kind (including costs and expenses related thereto) in any way relating to or arising in connection with my negligence or any act or omission of mine in any way relating to or arising in connection with my registration for and/or participation in the Activities, including but not limited to the injury, illness, disability or death of any other person(s) and/or damage to or loss of their property, provided that (i) the Releasees shall be entitled to participate in the defense of such claim and to employ counsel at my expense to assist in the handling of such claim, (ii) I will obtain the prior written approval of the Releasees before entering into any settlement of such claim or ceasing to defend against such claim, and (iii) where I fail to acknowledge my indemnification obligation or to assume the defense of any claim in a timely manner, the Releasees shall have the right to defend the claim in such manner as they may deem appropriate, at my cost and expense (including payment of any judgment or award and the costs of settlement or compromise of the claim);

provided that in each case any liability, claim, cause of action, action, suit, contract, proceeding, demand, damage, entitlement, dues or debt in any way relating to or arising in connection with any breach of applicable privacy legislation shall be excluded from the above provisions of this Section 4.

PUBLICITY AGREEMENT

- 5. I hereby consent to the collection and use by NPC, Ontario and its service providers and to disclosure between them of the information on this Agreement, this Agreement for the purpose of administering the Activities.
- 6. I hereby also consent to use by NPC, Ontario and its service providers and to disclosure between them, and publicly, of my name, the fact that I am a participant in the Activities, image, photograph, representation, likeness, or any sound, picture, statement, image, photograph, representation, likeness, modification, alteration, addition, deletion, negative, transparency, print or digital information in whole or in part derived there from, with or without my name, and without compensation (the "**Authorized Acts**"), for the purpose of publicity of the Activities and other current and future activities of NPC and Ontario (including as conducted on its behalf by its service



providers). To the extent permitted by law, and without limiting any other statement herein, I waive, in favour of NPC and Ontario (including their respective representatives, successors and assigns), my right, title or interest, including, without limitation, all intellectual property or personality rights whatsoever in the Authorized Acts. I waive and release any right that I may have to inspect or approve any content arising from the Authorized Acts.

DECLARATION

7. I hereby declare, represent and warrant that:
 - a. I am in good health and physical condition and am not suffering from any physical disability or illness and am not on any medication that might reasonably be expected to adversely affect my ability to safely participate in the Activities or interfere with or adversely affect my participation in the Activities. I also have been suitably trained in the Activities.
 - b. This declaration is to the best of my knowledge and belief a true and accurate statement of the facts contained herein.
 - c. I have read, am in compliance with and will comply with and agree to be bound by, the NPC Bouldering Rules and the Niagara Parks Act and Regulations, and NPC policies and rules.

OTHER TERMS OF THIS AGREEMENT

8. This Agreement shall be effective and binding on my personal representatives, estate, heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity.
9. The Releasees may assign this Agreement without my prior consent.
10. I agree that NPC is acting as agent and trustee for the other Releasees in accepting in favour of them the provisions of this Agreement in favour of the Releasees and agree that NPC may enforce such provisions of this Agreement for, in favour of, and on behalf of any of such Releasees.
11. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees other than set forth in this Agreement.
12. This Agreement shall be governed by the laws of the Province of Ontario and I hereby attorn to the exclusive jurisdiction of the Courts of the Province of Ontario in respect of the determination of any matter or dispute arising under or in respect of this Agreement.
13. In the event that any provision or term of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.



I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL AND VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY PERSONAL REPRESENTATIVES, ESTATE, HEIRS, NEXT OF KIN, ADMINISTRATORS, EXECUTORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I ACKNOWLEDGE THAT I HAVE READ THIS ENTIRE AGREEMENT AND FULLY UNDERSTAND THE MEANING AND EFFECT OF IT AND INTEND IT TO BE LEGALLY BINDING.

In the case of accident, injury or illness, I hereby authorize you to arrange for emergency medical care, and to notify the person named above as "Emergency Contact"

DATED at _____ this _____ day of _____, 2019.
(City) (day) (month)

Signature of Participant

IN THE CASE OF A PERSON UNDER THE AGE OF EIGHTEEN OR A PERSON UNDER DISABILITY, I REPRESENT THAT I AM THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT AND OVER THE AGE OF MAJORITY IN MY PLACE OF RESIDENCE.

I CONFIRM THAT I HAVE AUTHORIZED (_____) TO ACCOMPANY AND SUPERVISE THE PARTICIPANT ON MY BEHALF AT ALL TIMES WHILE PARTICIPATING IN BOULDERING AND VISITING NPC PROPERTY.

DATED at _____ this _____ day of _____, 20 .
(city) (day) (month)

Witness

Signature of Participant/Legal Guardian

Printed Name of Witness

(Telephone Number of Witness)

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT TELEPHONE NUMBER: _____



FOR ADMINISTRATIVE USE ONLY

- Fee paid**
- Permit issued ____ (mo)/ ____ (day)/ ____ (yr)**
- Permit No.**

Identification: Drivers Licence (Jurisdiction and No.) _____

Passport (Country and No.) _____

Birth Certificate (Country and No.) _____

Other: (Photo ID & No.) _____



APPENDIX A

Niagara Parks Rules and Regulations

The following are governing rules for boulderers.

1. Boulderers must use trails sanctioned by the NPC, and limit activities to boulders and areas sanctioned by NPC at all times.
2. Boulderers must pay all fees where applicable.
3. Boulderers will not remove or disturb natural (e.g. vegetation, soil) and/or cultural resources from the boulders or any area surrounding the boulders. Education will be provided to boulderers through the NPC and other approved websites and NPC documentation as to the areas and items of sensitivity.
4. Topping out is permitted only on those boulders explicitly approved for topping out by NPC.
5. NPC has the authority to monitor and limit the number of boulderers at a specific boulder on its lands, in its sole discretion.
6. Boulderers will be required to assist NPC with its stewardship responsibilities by exercising the "pack in, pack out" policy. Boulderers are also encouraged to visit the Leave No Trace website at www.leavenotrace.ca. A "leave no trace" ethic will be the guiding principle by which all issues will be addressed.
7. NPC may request that a specific boulder be "off limits" if any provisions of this policy are not adhered to.
8. NPC will make available maps of sanctioned boulders at its Niagara Glen Nature Centre (and/or other sites where feasible) and through the NPC and other approved websites.
9. Camping and fires are strictly prohibited on all NPC lands.
10. Boulderers will be required to observe and adhere to all regulations, policies, fencing, barriers and signs posted on NPC land. Failure to comply may result in revocation of privileges. Boulderers are encouraged to report any violations of the rules to the NPC for enforcement; this includes violations by boulderers and non-boulderers.
11. Boulderers will be required to keep dogs on a leash at all times while on NPC land and remove all dog waste to be disposed of in proper garbage receptacles.
12. Boulderers will refrain from consuming any drugs or alcohol while on NPC land.



13. Boulders will maintain a low profile when bouldering at the Niagara Glen. In order to reduce disturbances to others, yelling is to be kept to a minimum. Profanity is against Parks Rules and Regulations.
14. Boulders will exercise all safety measures possible during bouldering and will adhere to the code of "your safety is your responsibility".
15. Boulders will submit a completed and signed waiver prior to climbing activity and keep the issued permit with them while bouldering to be made available for inspection by NPC staff if requested. Failure to comply may result in revocation of privileges. Permits are non-transferable and non-saleable.
16. Shall carry permit with them while engaged in bouldering on NPC property. Shall sign and submit completed waiver prior to climbing boulders.
17. Minors shall be accompanied/supervised by a parent or guardian at all times while participating in bouldering.
18. Recognize the risk inherent in their activities and ensure that they have the knowledge, skills and physical fitness to participate.
19. Get trained, be properly equipped, and have a spotter/buddy available to assist until help arrives or call for help (9-1-1).