

2011 CLIMBING WALL RELEASE INDEMNIFICATION OF ALL CLAIMS AND COVENANT NOT TO SUE

Notice: **This is a legally binding agreement.** By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your use of the Climbing Wall at the Cumberland Riverside YMCA now or anytime in the future.

ACKNOWLEDGEMENT OF RISK

I hereby acknowledge and agree that the sport of rock climbing and the use of the Climbing Wall (hereinafter referred to as the Climbing Wall) has inherent risks. I have full knowledge of the nature and the extent of all the risks associated with rock climbing and the use of the Climbing Wall, including but not limited to:

1. All manner of injury, including death resulting from falling off the Climbing Wall and hitting rock faces and projections, whether permanently or temporarily in place, or on the floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the Climbing Wall such as, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue systems, and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items; such as, but not limited to, ropes or climbing hardware;
4. Cuts and abrasions resulting from skin contact with the Climbing Wall;
5. Failure of rope, slings, harnesses, climbing hardware, anchor points or any part of the Climbing Wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Climbing Wall and that the above list in no way limits the extent or reach of this release and covenant not to sue.

RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of the Cumberland Riverside YMCA permitting me to use the Climbing Wall, I the undersigned user, on behalf of myself, my heirs, personal representatives and assigns, expressly agree that my use of the Climbing Wall and related equipment and facilities at the YMCA shall be undertaken at my sole risk, and that the YMCA shall not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever, to me or to property, arising out of or connected to the use of any of the services, facilities or equipment related to the Climbing Wall at the YMCA or the premises where same are located; and I, on the behalf of myself, my heirs, personal representatives and assigns do hereby expressly forever release and discharge the YMCA, its officers, directors, agents and employees from all such claims, demands, injuries, damages, actions and causes of action and from all acts of active or passive negligence on the part of the YMCA, and its agents and employees.

In consideration of the YMCA allowing me to use the Climbing Wall, I, the undersigned user, agree to **indemnify and hold harmless** the YMCA, its officers, directors, agents and employees, from all causes of action, claims, demands, losses and costs of any nature whatsoever on account of my use of any of the facilities or equipment relating to the Climbing Wall at the YMCA, on account of or in consequence of the neglect of the YMCA in safeguarding my use of the Climbing Wall, or because of any act, neglect or misconduct of the YMCA, its officers, agents and employees.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Climbing Wall and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death, I sustain while using the Climbing Wall and that by this agreement, I am relieving the YMCA of any and all liability such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitation, which would preclude my safe use of the Climbing Wall. I further certify that I have received a copy of and have read the YMCA's rules and policies for using the Climbing Wall, and I agree to abide by those rules and policies

I further certify that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and I certify that I am signing this agreement, after having carefully read it, of my own free will.



RULES AND POLICIES

1. All Climbers **must sign a waiver**. Those under 18 must have a parent or legal guardian present to sign the waiver
2. If you are under the age of 10 years old, a parent or legal guardian must accompany you.
3. Do not touch any equipment without a staff member's permission. Equipment Includes: Harnesses, Helmets, Ropes, Carabineers, Gri Gri's, and the Wall.
4. If you fall off the wall three times within a climb, you must come down and try again.
5. All new climbers must start with the Beginner Wall first and cannot proceed to a harder wall until successful completion
6. After a staff member puts your harness and helmet on you, you are to stand behind the orange floor anchor of the wall, which you would like to climb.
7. **ABSOLUTLEY** no running or playing inside the Climbing Wall Area!
8. **No Yelling or screaming** while climbing the wall. If you would like to be let down, turn to the staff member and ask them to let you down.
9. While you have a harness or helmet on, you **MAY NOT** leave the Climbing Wall Area.
10. **Closed toe and closed heel shoes** must be worn at all times. No Sandals or Clogs!
11. All participates must be dry. **No wet clothes or heads!**
12. **Appropriate clothing** must be worn. No skirts or short shorts.
13. Helmets are to be worn at all times within the Climbing Wall Area!
14. Cost for climbing is **5\$ dollars** per day. Climbing is **FREE** to all YMCA members with valid ID card.

*** If participant is YMCA member. Check box ***

Participant Name (printed clearly): _____ DOB: _____

Address: _____ City: _____ State: _____ Zip: _____

Emergency Contact: _____ Phone: _____

Participant Signature: _____ Date: _____
(Must also be signed by parent or legal guardian if Participant is a minor under 18 years of age)

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name (printed clearly): _____

Witness Signature: _____ Date: _____

Witness Name (printed clearly): _____ Witness Phone: _____

