

Mount YMCA Climbing Wall: Informed Consent and Release Waiver (page 1 of 2)
Part One: Acknowledgement of Risk, Release/Indemnification of All Claims not to Sue.

NOTICE: This is a legally binding agreement. By signing this agreement you give up your right to bring court action to recover compensation or obtain any other remedy for any injury to your children or yourself or your property or for your death however caused arising out of use of the facilities of Mount YMCA, now or any time in the future. The information contained throughout this agreement and especially in, 'Acknowledgement of Risk' and 'Release' and 'Safety Contract' sections is interchangeable for the climber and/or parent who wishes to sign-off herein as having informed consent to permit their minor child to use the facilities of Mount YMCA. "I" or "myself" is also reasonably interchangeable with 'my child' herein.

Acknowledgement of Risk

I hereby acknowledge and agree that the sport of rock climbing and the use of the facilities of Mount YMCA have inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and use of the climbing gym, including but not limited to:

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

I further acknowledge that the above list is not exclusive of all the possible risks associated with the use of the climbing gym 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 my use of the climbing gym, I, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE Mount YMCA, its officers, agents, sponsors, and employees from any action, claims, or demands of any nature whatsoever, including but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors, administrators, and assigns many now have, or have in the future against the climbing gym on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the climbing gym whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the NEGLIGENCE of Mount YMCA, its officers, agents, and employees.

In consideration of my use of the facilities of Mount YMCA, I, the undersigned user agree to IDEMNIFY AND HOLD HARMLESS Mount YMCA, its officers, agents, and employees from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or any way relating to my use of the climbing gym.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the climbing gym and that I am voluntarily assuming the risks. I understand that I will solely be responsible for any loss or damage, including death, I sustain while using Mount YMCA climbing gym and that by this agreement I am relieving Mount YMCA of any and all liability for such loss, damage, or death. I further agree to pay all of Mount YMCA and /or its agent's legal fees should I one day wish to seek legal action against them as a result of my use of the facilities.

I understand the above Release and Acknowledgement sections of risk. I further certify that I and/or my wards is in good health and have no physical limitations which would preclude safe use of the facilities.

PLEASE PRINT LEGIBLY IN ALL AREAS

Date ____/____/____

Signed (Climber) **X** _____ Printed (Climber) **X** _____

Signed (Parent) **X** _____ Printed (Parent) **X** _____

* PARENT Signature required here if climber is under 18. "I, as a parent or legal guardian of the above minor, hereby have been informed as to the hazards of climbing and do consent to all the terms and conditions set forth in this release as signed above."

X _____

ADDRESS	CITY	STATE	ZIP CODE
X (____) _____ - _____	X (____) _____ - _____	X ____/____/____	CLIMBER'S BIRTHDATE
PHONE NUMBER	EMERGENCY CONTACT		

CLIMBER'S NAME _____ LEVEL PASSED Beginner Intermediate Advanced

Part 2: Contract to follow safety policies of Mount YMCA

I, the undersigned user of Mount YMCA, accept full responsibility for my own safety and the safety of other climbers while on the premises of Mount YMCA. I agree to abide by and help encourage these policies.

1. All climbers must have a Mount YMCA Waiver on file and present a pictured identification.
2. Anyone under the age of 18 must have THEIR OWN parent read and complete Mount YMCA Waiver.
3. All members and visitors must sign in upon arrival and abide by the gym rules.
4. Approved climbing equipment only.
5. Everyone is subject to skill competence review upon entry.
6. We expect competent skills from our clients. Otherwise, all instruction is to be done by our staff only.
7. We teach 11 and older how to belay.
8. Climbers must keep their feet within 5-feet of the ground while bouldering or off belay.
9. Climbers must tie directly into their harnesses
10. Climbers and belayers must use belay commands and perform safety checks before every climb.
11. Please respect the '3-fall rule' on all top-rope and lead stations.
12. Please keep your hands and feet off any belay anchors, bolt hangers, quickdraws, or viewing loft area.
13. No sitting next to any climbing walls, stepping on ropes, or walking in between a climber and belayer.
14. Shirts are mandatory.
15. No profanity.
16. No food, drinks, or gum inside the gym.
17. Long hair must be tied back and shirts tucked into the harness.
18. Mount YMCA reserves the right to deny access to its facilities to any individual for any conduct that is viewed as unsafe or inappropriate.

In consideration of the facility, I acknowledge that I have read and agree to abide, and/or my child abide by the safety policies, Signed:

X _____
Climber's Signature

X _____
Parent's Signature (if climber is under 18)