

SILVER BAY YMCA
CLIMBING WALL RELEASE OF ALL CLAIMS/COVENANT NOT TO
SUE/INDEMNIFICATION AGREEMENT

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, now or any time 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) have inherent risks. Climbing involves being at height, up to 30 feet, while connected to a belay line utilizing holds to ascend the vertical face of the wall. This activity requires physical strength in both the upper and lower body. I have full knowledge of the nature and 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 resulting from falling off the Climbing Wall and hitting rock faces and projections, whether permanently or temporarily in place, or 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 ropes, 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 my use of the Climbing Wall, I _____, the

(Print Climber's Name Neatly)

undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE Silver Bay YMCA, its officers, agents, and employees from any cause of 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 may now have, or have in the future against the Silver Bay YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Climbing Wall, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the negligence of Silver Bay YMCA, its officers, agents, and employees.

In consideration of my use of the Climbing Wall, I, the undersigned user, agree to IDEMNIFY AND HOLD HARMLESS Silver Bay 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 in any way relating to my use of the Climbing Wall.

I hereby certify that I have a 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 Silver Bay YMCA of any, and all liability for such loss, damage, or death.

I further certify that I am in good health and have no physical limitations, which would preclude my safe indoor climbing, and use of the climbing wall.

CONTRACT TO FOLLOW CLIMBING WALL SAFETY POLICIES

I accept full responsibility for my own safety and the safety of other climbers while in the climbing wall area. I agree to abide by, and to help enforce, the following climbing wall safety policies:

1. All climbers must obtain a Silver Bay identification badge/wristband to gain access to the climbing wall.
2. Participants must be 6 years old (entering 1st Grade in September) and above to climb on the climbing wall.
3. Close-toed shoes must be worn by all climbers.
4. Skirts, dresses, or wet bathing suits may not be worn when climbing.
5. No unbelayed climbing above the bouldering line.
6. Climbers above the bouldering line must be roped and belayed through a belay device. Belays must be anchored. Roped climbers and belayers must wear harnesses.
7. Helmets are required for everyone lead climbing or being belayed.
8. Lead climbers must use adequate protection to eliminate the possibility of a ground fall at all times.
9. Inform other climbers of any situation seen as unsafe or not in accordance with the Climbing Wall Safety Policies. All climbers are asked to assist and encourage less experienced climbers.

10. All accidents or equipment damage must be reported immediately.

11. Silver Bay YMCA reserves the right to withdraw permission for any individual permanently or for a specified period of time for breach of contract in following the Climbing Wall Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

In consideration of the use of the Climbing Wall, I acknowledge that I have read and agree to abide by the Climbing Wall Safety Policies. I further understand that 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.

Signature of Climber _____ Date _____

Print Name _____ Date of birth ____/____/_____(mm/dd/yyyy)

Address _____ City _____

State _____ Zip Code _____ Phone _____

PARENTS or GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (Print minor's name) ("Minor") being permitted by Silver Bay YMCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify, defend and hold harmless Silver Bay YMCA from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Signature _____ Print Name _____

Date _____

WARNING: Climbing is dangerous. Climbing at the Silver Bay YMCA climbing wall does not provide you with the necessary skills to climb outdoors. Seek professional instruction before climbing outdoors.