

SILVER BAY YMCA

**HIGH AND LOW ROPES COURSE 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 High and Low Ropes Course, now or any time in the future.

Acknowledgement of Risk

I HEREBY ACKNOWLEDGE AND AGREE that the use of the High and Low Ropes Course

(hereinafter referred to as the Ropes Course) have inherent risks. There's more to the elements of a high ropes course than climbing through ropes and zipping through trees. High ropes courses, are combinations of cables and wooden activities suspended high in the air, containing obstacles of varying intensities. Elements of a high ropes course are built to challenge the strength, stamina and mental focus of individuals while enjoying the great outdoors! I have full knowledge of the nature and extent of all the risks associated with the use of the Ropes Course, including but not limited to:

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

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Ropes Course 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 Ropes Course, 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 Ropes Course, 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 Ropes Course, 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 Ropes Course.

I hereby certify that I have a full knowledge of the nature and extent of the risks inherent in the use of the Ropes Course 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 Ropes Course 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 use of the Ropes Course.

CONTRACT TO FOLLOW ROPES COURSE SAFETY POLICIES

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

1. All participants must obtain a Silver Bay identification badge/wristband to gain access to the Ropes Course.
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 participants.
4. Skirts, dresses, or wet bathing suits may not be worn when using the Ropes Course.
5. No unbelayed climbing on the high ropes course elements.
6. Participants utilizing a high ropes course element 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 participants of any situation seen as unsafe or not in accordance with the Ropes Course Safety Policies. All participants are asked to assist and encourage other participants.
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 Ropes Course Safety Policies, or for any conduct that is viewed as unsafe or inappropriate.

In consideration of the use of the Ropes Course, I acknowledge that I have read and agree to abide by the Ropes Course Safety Policies. 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.

Signature of Participant _____ 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: Ropes Course participation at the Silver Bay YMCA Ropes Course does not provide you with the necessary skills to climb outdoors. Seek professional instruction before climbing outdoors.