

# East Valley Family YMCA

## Climbing Tower - Release of Liability & Assumption of Risk Agreement

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. East Valley Family YMCA's Climbing Tower program includes a climbing tower, and low elements activities. The activities on the tower are strenuous and psychologically demanding and require participants to be in good physical condition. Although it is impossible to foresee all possible dangers, some specific risks the participant may encounter while using the tower might include, but are not limited to, injury from slipping, falling, running, or jumping.

- Participant is aware and understands that participating in the East Valley Family YMCA's Climbing Tower Program, involves a potential risk of physical injury that may not only be from his/her own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the environment, equipment, or areas where the event or activity is being conducted.
- Participant understands that the programs are physically demanding and potentially dangerous. Therefore, all participants must be free of medical or physical conditions, which might create undue risk to themselves or others who depend on them. If there is any questions about the participant's ability to participate, please consult with the participant's physician prior to signing this form or participating in the program.
- Participant understands that he/she is responsible for behaving in a careful and prudent manner to minimize the risk of injury to themselves or others.
- Participant understands that this is a voluntary program and that he/she should participate to the extent that they feel appropriate for their own condition and skill level.
- Participant will not be able to participate if under the influence of drugs or alcohol.

### Release/Indemnification and Covenant Not to Sue

In consideration of my use of the Climbing Wall, I, \_\_\_\_\_, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the East Valley Family YMCA, its officers, agents, and employees from any cause of action, claim, or demand 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 East Valley Family YMCA 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 Wall whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the NEGLIGENCE of the East Valley Family YMCA, its officers, agents, and employees.

In consideration of my use of the Climbing Wall, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the East Valley Family 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 related to my use of the Climbing Wall.

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 the East Valley Family YMCA of any and all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no physical limitations which would preclude my safe use of the Climbing Wall.

I further certify that my date of birth is \_\_\_\_\_ (month/date/year), that my present age is \_\_\_\_\_, and 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 certify that I am signing this agreement, after have carefully read it, of my own free will.

**I have read this release of liability and acknowledge and agree to be bound by the terms of this document.**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Home Phone #

\_\_\_\_\_  
Emergency Phone #

**If the participant is under the age of 18, the parents or legal guardian's signature is required.**

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Parent/Legal Guardian (2)

\_\_\_\_\_  
Date