

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, now or any time in the future.

Acknowledgment 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 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 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 dropping 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.

I, the undersigned hereby **ASSUME ALL RISKS** associated with my use of the Climbing Wall Structure.

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 **YMCA of Southeast Missouri**, 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 **YMCA of Southeast Missouri** 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 **YMCA of Southeast Missouri**, its officers, agents, and employees.

In consideration of my use of the Climbing Wall, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS **YMCA of Southeast Missouri**, 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 **YMCA of Southeast Missouri** 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.

The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforcement of any other term or provision.

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.

IN WITNESS WHEREOF, this instrument is duly executed at **YMCA of Southeast Missouri** this _____ day of _____, in the year _____.

Climbing Wall User's Signature

Climbing Wall User's Name (Print Clearly)

Witness' Signature

Witness' Name (Print Clearly)

Parent/Guardian if user is under 18

Contract to Follow Climbing Wall Safety Policies

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

1. No unbelayed climbing above the bouldering line.
2. Climbers must be roped and belayed through a belay plate. Belays must be anchored. Roped climbers and belayers must wear harnesses.
3. Lead climbers must use adequate protection to eliminate the possibility of a ground fall at all times.
4. Inform other climbers of any situation seen as unsafe or not in accordance with Climbing Wall Safety Policies. All climbers are asked to assist and encourage less experienced climbers.
5. All accidents or equipment damage must be reported immediately.

YMCA of Southeast Missouri reserves the right to withdraw the membership of 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.

Climbing Wall User:

Signature _____ Date _____

Name (Print Clearly) _____ Address _____

City _____ State _____ Zip code _____ Phone _____