



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

BATH AREA FAMILY YMCA

CLIMBING RELEASE and WAIVER of LIABILITY ASSUMPTION of RISK and INDEMNITY AGREEMENT

I, the climber (or parent/guardian if applicable), signing this form, understand that climbing is a potentially HAZARDOUS activity. I am well aware of the inherent risks in the use of the Bath Area Family YMCA Climbing Wall, and have full knowledge of the nature and extent of all the risks associated with the use of the facility. I understand that the risks include, but are not limited to, serious injury and possible death which may result from, among other things:

- rope abrasion, entanglement and other injuries resulting from activates on or near the Climbing wall, such as, but not limited to:
 - climbing, rappelling, belaying, lowering of the rope, rescue systems and other rope techniques.
- injury including death resulting from falling off the wall and hitting projections, (permanent or temporary), or the floor
- injuries resulting from falling climbers or dropped items, such as, but not limited to:
 - ropes or climbing hardware
- cuts and abrasions resulting from contact with the Climbing Wall structure
- slips, trips, falls, rope burns or being dropped while participating or observing, at the Climbing Wall
- failure of ropes, harnesses, climbing hardware, anchor points, or any other part of the Climbing Wall structure.

I also understand that I am voluntarily participating in this activity with knowledge of the danger involved and agree to accept all risks of personal injury, damage to property and possible death. I fully realize and understand that the YMCA does not warrant or guarantee, in any respect, the physical condition of the Climbing Wall or any of the equipment that will be used in connection with this activity. I understand that the Bath Area Family YMCA will offer helmets for use by climbers and that the climber may decline to wear one. I further understand that such failure would increase the risk of head injuries and I assume such risks.

In consideration of being permitted to use the Bath Area Climbing Wall today, and on any and all future dates, on behalf of my heirs, my state's personal representative and myself,

I HEREBY RELEASE AND DISCHARGE THE BATH AREA FAMILY YMCA FROM ALL LIABILITY AND COVENANT NOT TO SUE FOR ANY AND ALL LOSS OR DAMAGE, AND ANY AND ALL CLAIMS OR DEMANDS ON ACOUNT OF INJURY TO ME, OR MY PROPERTY, ARISING OUT OF, OR RELATED TO, MY USE OF THE CLIMBING WALL, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE BATH AREA FAMILY YMCA. I HEREBY ASSUME FULL REESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF, OR RELATED TO, MY USE OF THE CLIMBING WALL, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE BATH AREA FAMILYMCA.

I further agree to indemnify and hold harmless the Bath Area Family YMCA, its employees, volunteers, trustees, officers, members and agents from any and all present and future claims, resulting from or arising out of, my use of the Climbing Wall and any negligence on the part of the Bath Area Family YMCA. I certify that I have sufficient insurance to cover any property damage, personal injury, loss of life, or other loss caused by, or suffered by me, that arises in any way out of participating in the Bath Area Family YMCA climbing activities.

In the event of any accident or injury, I hereby give consent for any designee of the YMCA to provide or procure any medical treatment deemed necessary on my behalf, including the provision for, or arranging for, any necessary emergency, medical services and transportation to an appropriate medical facility, should that be required.

I understand and agree that all climbers and observers may be photographed and/or videotaped without their specific consent. I hereby authorize the Bath Area Family YMCA to use any photographs or videotape for all purposes, including as marketing or educational materials.

I further acknowledge that I have read and understand the Bath Area Family YMCA Climbing Wall rules and safety procedures and agree to comply with them. If any portion of this agreement is held invalid, it is agreed that the balance shall nevertheless continue with full force and effect and remain binding upon all parties, subject to the above terms and conditions.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND INTEND THAT MY SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY MAINE LAW.

Climbers Printed Name: _____ Age: _____

Street Address: _____

Town/State/Zip: _____

Home Telephone: _____ Office Telephone: _____

Climber's Signature: _____ Date Signed: _____

IF CLIMBER IS UNDER AGE 18:

I AM THE CLIMBER'S PARENT OR LEGAL GUARDIAN AND HAVE CAREFULLY READ THE ABOVE AGREEMENT AND HAVE BEEN GIVEN AN OPPORTUNITY TO REVIEW ITS MEANING WITH OTHERS, AND I BELIEVE THAT I UNDERSTAND ITS MEANING AND LEGAL EFFECTS ADEQUATELY.

Printed Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____ Date Signed: _____

Reviewed and Accepted by Y employee: _____ Date: _____