

## Waynesboro Area YMCA Climbing Wall Release/Indemnification of Claims

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** By reading and signing this agreement, you relinquish your right to bring court action to recover compensation or obtain any other remedy from any injury to yourself, your property, or for your death however caused arising out of use of "The ROCK" Climbing Wall at the Waynesboro Area YMCA, 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 Rock-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 Rock Wall, including but not limited to:

- All manner of injury resulting in falling off The Rock Wall and hitting rock faces and projections, whether permanently or temporarily in place, or the floor;
- Rope abrasion, entanglement, and other injuries resulting from activities on or near The Rock Wall such as, but not limited to, climbing, belaying, lowering the rope, rescue systems, or other rope techniques;
- Injuries resulting from falling climbers or dropped items, such as, but not limited to, ropes and climbing hardware;
- Cuts and abrasions resulting from skin contact with the Rock Wall;
- Failure of ropes, slings, harnesses, climbing hardware, anchor points or any part of The Rock Wall structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of The ROCK and that the above list in no way limits the extent of the release and covenant not to sue.

### Release/Indemnification and Covenant Not to Sue

In consideration of my use of The Rock Wall, I \_\_\_\_\_ the undersigned user and on behalf of my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Waynesboro Area YMCA, its officers, staff, employees, or agents from any causes 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 Waynesboro Area YMCA resulting from personal injury, property damage, death or accident of any kind, related to my use of The ROCK, regardless of how the injury or damage is caused or whether such use is supervised or unsupervised.

In consideration of my use of the Rock Wall, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the Waynesboro Area YMCA, its officers, staff, employees, and agents from any causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way relating to my use of The Rock Wall.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent with the use of The Rock Wall and I am voluntarily assuming these risks; I understand that I will be solely responsible for any loss or damage I sustain, including death, related to my use of The Rock Wall. By this agreement, I am relieving the Waynesboro Area YMCA of any and all liability for such loss, damage, or death.

I hereby certify that I am in good health and that I have no physical limitations which would preclude my safe use of The Rock Wall.

I hereby certify my date of birth is \_\_\_\_\_[MM/DD/YY] and my present age is \_\_\_\_\_. I or my legal guardian, who is otherwise legally competent, are of lawful age to sign this agreement. I certify, by signing this agreement, I have read the Waynesboro Area YMCA Climbing Wall Release/Indemnification of Claims of my own free will and understand the terms of this agreement are legally binding.

IN WITNESS THEREOF, this instrument is duly executed by the Waynesboro Area YMCA, this day \_\_\_\_\_, 20\_\_\_\_ and shall be in effect indefinitely. \_\_\_\_\_ (staff initials)

### Contract to Adhere to The Rock-Climbing Wall Safety Rules and Policies

I, \_\_\_\_\_ [climber's name] accept full responsibility for my own safety and the safety of other climbers while using The Rock Wall. I agree to abide by and to help enforce the following climbing wall safety rules and policies:

1. Safety always comes first.
2. I will follow all commands and instructions from YMCA Climb Staff.
3. All non-climbers must be off mats and seated away from The Rock Wall.
4. All safety equipment must be worn [harness, head gear, etc.] and belay system/ropes properly attached by YMCA Climb Staff.
5. Lead climbers must always use adequate protection to eliminate the possibility of a ground fall.
6. All accidents and equipment damage must be reported immediately.
7. Waynesboro Area YMCA reserves the right to revoke The Rock Wall privileges and /or YMCA membership due to breach of this contract with regards to following these rules and those set forth by the Waynesboro Area YMCA or for any conduct viewed as unsafe or inappropriate.

Climber's Name \_\_\_\_\_ Parent/Guardian Name (if under 18) \_\_\_\_\_

Climber's Signature \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_

Address \_\_\_\_\_ Contact Phone Number \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email \_\_\_\_\_