

Jackson YMCA Rock Climbing Release Form

PART 1: RELEASE/INDEMNIFICATION OF ALL CLAIMS AND COVENANT NOT TO SUE

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you waive your right to bring a court action to recover compensation or obtain remedy for any injury to yourself or for your death however caused, arising out of your use of the facilities of the Jackson YMCA, Inc., now or any time in the future, whether caused by the Jackson YMCA, Inc.'s negligence or that of its officers, agents or employees.

ACKNOWLEDGMENT OF RISK I hereby acknowledge and agree that the sport of rock climbing and the use of the facilities of the Jackson YMCA, Inc. (hereinafter referred to as the Y), its climbing walls and other training facilities, 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 Y and have had any questions I had about the same explained to me including but not limited to:

1. All manner of injury resulting from falling off the climbing walls and hitting rock face and projections, whether permanently or temporarily in place on the floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the wall such as but not limited to, climbing, belaying, rappelling, lowering of rope rescue systems and any other rope techniques;
3. Injuries resulting from falling climbers or dropped items, such as but not limited to ropes or climbing hardware; Cuts and abrasions resulting from skin contact with the climbing walls and/or training equipment;
4. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing structure.

I further acknowledge that the above list is not inclusive of all possible risks associated with the use of the Y and that the above list in no way limits the extent or reach of this WAIVER AND COVENANT NOT TO SUE.

WAIVER/RELEASE/INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of my use of the Y, I, the undersigned user, agree to waive and release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, hereby do release the Jackson YMCA, Inc., its officers, agents and employees from and WAIVE MY SUBSTANTIAL RIGHTS TO ASSERT 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 Y on account of personal injury, property damage, death or dismemberment of accident of any kind, arising out of or in any way related to my use of the Y whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the negligence of the Jackson YMCA, Inc., its officers, agents and employees.

In consideration of my use of the Y, I, the undersigned user, agree to use the facilities of the Y in accordance with its established safety policies and procedures and agree to INDEMNIFY AND HOLD HARMLESS, the Jackson YMCA, its officers, agents and employees from any and all 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 Y, whether asserted by the Y or any third parties who may be injured on account of or in any way relating to my use of the Y.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the Y and that I am voluntarily assuming the risks. I understand that I will be solely responsible for any loss or damage, including death or dismemberment, I sustain while using the Y and that by this agreement, I am waiving any right to pursue the Jackson YMCA, Inc., for any and all liability for such loss, damage, death or dismemberment, even if caused by genuine negligence.

I further certify that I am 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 I certify that I am signing this agreement after having carefully read it, of my own free will.

Users Signature

Print Name

Address

City

State

Zip Code

Birth Date

Work Phone

Home Phone

Emergency Contact

Phone

IF USER IS UNDER 18 YEARS OLD; PARENT/GUARDIAN CONSENT: I, as parent/guardian of the above minor hereby consent to the terms and conditions set forth in this Release Form.

Parent/Guardian Signature

Print Parent/Guardian Name

Date

Phone

