

Challenge Course 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 challenge course, now or any time in the future.

Acknowledgment of Risk

I HEREBY ACKNOWLEDGE AND AGREE that the use of the challenge course (hereinafter referred to as the challenge course) has *inherent risks*. I have full knowledge of the nature and extent of all the risks associated with the use of the challenge course, including but not limited to:

1. All manner of injury resulting in falling off the challenge course and hitting projections, whether permanently or temporarily in place, or the floor;
2. Rope abrasion, entanglement and other injuries resulting from activities on or near the challenge course 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 challenge course;
5. Failure of rope, slings, harnesses, climbing hardware, anchor points, or any part of the challenge course structure.

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

Release/Indemnification and Covenant Not to Sue

In consideration of my use of the challenge course, I, _____, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Young Men's Christian Association of Greater Michiana (hereinafter referred to as "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 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 challenge course whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the NEGLIGENCE of YMCA, its officers, agents, and employees.

In consideration of my use of the challenge course, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS 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 challenge course.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the challenge course 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 challenge course and that by this agreement 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 challenge course.

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 this _____ day of _____, in the year _____.

Challenge course User's Signature _____

Challenge course User's Name (Print Clearly) _____

Witness's Signature _____

Witness' Name (Print Clearly) _____

Parent/Guardian Signature (if user is under 18) _____

Contract to Follow Challenge Course Safety Policies

I, _____ (name of participant) accept full responsibility for my own safety and the safety of other participants while in the challenge course area. I agree to abide by, and to help enforce, the following challenge course 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 challenge course Safety Policies. All participants are asked to assist and encourage less experienced participants.
5. All accidents or equipment damage must be reported immediately.
6. Helmet must be worn at all times when preparing to enter the course or participating on the course.

In consideration of the use of the challenge course, I acknowledge that I have read and agree to abide by the challenge course Safety Policies.

Challenge course User's Signature _____

Name (Print Clearly) _____ Date _____

Address _____ City _____

State _____ Zip _____ Phone _____