

## 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 at the Whatcom Family YMCA now or anytime in the future.

### ACKNOWLEDGEMENT 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 the 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 on 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 dropped 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.

### RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of the Whatcom Family YMCA permitting me to use the Climbing Wall, I the undersigned user, on behalf of myself, my heirs, personal representatives and assigns, expressly agree that my use of the Climbing Wall and related equipment and facilities at the YMCA shall be undertaken at my sole risk, and that the YMCA shall not be liable for any claims, demands, injuries, damages, actions or causes of action whatsoever, to me or to property, arising out of or connected to the use of any of the services, facilities or equipment related to the Climbing Wall at the YMCA or the premises where same are located; and I, on the behalf of myself, my heirs, personal representatives and assigns do hereby expressly forever release and discharge the YMCA, its officers, directors, agents and employees from all such claims, demands, injuries, damages, actions and causes of action and from all acts of active or passive negligence on the part of the YMCA, and its agents and employees.

In consideration of the YMCA allowing me to use the Climbing Wall, I, the undersigned user, agree to **indemnify and hold harmless** the YMCA, its officers, directors, agents and employees, from all causes of action, claims, demands, losses and costs of any nature whatsoever on account of my use of any of the facilities or equipment relating to the Climbing Wall at the YMCA, on account of or in consequence of the neglect of the YMCA in safeguarding my use of the Climbing Wall, or because of any act, neglect or misconduct of the YMCA, its officers, agents and employees.

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, I am relieving the 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 limitation, which would preclude my safe use of the Climbing Wall. I further certify that I have received a copy of and have read the YMCA's rules and policies for using the Climbing Wall, and I agree to abide by those rules and policies

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



Whatcom Family YMCA • 1256 N State St. • Bellingham, WA 98225 • [www.whatcomymca.org](http://www.whatcomymca.org)  
For more information call (360) 733-8630.

## RULES AND POLICIES

There are three rules at the Whatcom Family YMCA Climbing Wall:

- **Safety** for yourself, those around you and the gear that you use.
- **Respect** for yourself, those around you and the gear you use.
- **Care** for yourself, those around you and the gear you use.

Detailed examples of these rules include, but are not limited to the following:

1. Only authorized climbers may use the wall. Authorization can be obtained by checking in at the Front Desk and receiving a climbing pass. Only Certified Belayers may belay at the climbing wall. Certification can be obtained by taking and passing the belay certification skills test, which includes knot tying, belaying, climbing commands and safety.
2. All climbers must have a signed liability waiver on file at the YMCA.
3. All climbers will abide by the judgment of any Climbing Wall Supervisor.
4. Climbing Wall Supervisors reserve the right to inspect any personal climbing gear.
5. During all climbing times, all climbers must properly fit in a harness. Fit is determined by the climbing wall staff; their decisions are final. If the child is under the age of 10 or weighs less than 85 lbs., they will be required to use a chest harness and are not permitted to belay. Climbers younger than 16 must be accompanied by an adult. Climbers between the ages of 13-16 may climb unaccompanied by an adult during open climb times if they have completed the teen certification program or during teen climb time. Lead climbers and lead Belayers must be a minimum of 14 years of age.
6. Bouldering is permitted only below the top of the third panel. No bouldering under roped climbers.
7. Climbing is permitted only when an instructor or supervisor is present.
8. All climbers agree to use the double check exchange before beginning any climb. This entails the belayer checking the climber's gear, and the climber checking the belayer's gear and belaying system. Each person must use verbal climbing commands when using the climbing wall.
9. Belayers must stay alert and keep both eyes on the climber at all times.
10. Climbing classes have priority on all routes.
11. Chalk must be contained in such a way as to prevent excessive dust. Acceptable methods include bison balls.
12. Persons under the influence of intoxicating substances are not allowed to use the wall.
13. No profanity please.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(Must also be signed by parent or legal guardian if Participant is a minor under 18 years of age)*

Participant Name (printed clearly): \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (printed clearly): \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name (printed clearly): \_\_\_\_\_ Witness Phone: \_\_\_\_\_



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