



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

WHATCOM FAMILY YMCA – CLIMBING WALL RELEASE

This is a legally binding agreement. By signing this agreement, you give up your right to bring a court action against the YMCA to recover compensation or obtain any other remedy for injury or death to yourself or damage to your property arising from your use of the Whatcom Family YMCA Climbing Wall (hereinafter referred to as “the Climbing Wall”) now or any time in the future.

ASSUMPTION OF RISK

I hereby acknowledge and agree that the sport of rock climbing and the use of the Climbing Wall have inherent risks. I have full knowledge of the nature and the extent of the risks associated with rock climbing and the use of the Climbing Wall; and understand that no amount of care, caution, instruction, or expertise can eliminate the inherent risk of participating in these activities. These risks include but are not limited to: all manner of injury, including disability or death, resulting from falling off the Climbing Wall and hitting rock faces and projections; rope abrasion or entanglement; those resulting from falling climbers or dropped items; 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, that any equipment borrowed from the YMCA or used while participating in these activities is provided without any warranty of its condition or fitness, that the YMCA assumes no responsibility for providing medical care, and that the above list and provisions in no way limits the extent or reach of this release and covenant not to sue.

RELEASE OF LIABILITY

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 or the premises where it is located; and I, on behalf of myself, my heirs, personal representatives and assigns do hereby expressly forever release and discharge the YMCA, it’s 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, it’s patrons, officers, directors, agents, and employees.

Whatcom Family YMCA

1256 N. State Street, Bellingham, WA 98225
360 733 8630 www.whatcomymca.org

INDEMNIFICATION AND COVENANT NOT TO SUE

In consideration of the YMCA allowing me to use the Climbing Wall, I, the undersigned user, agree to indemnify and hold harmless the YMCA, it's officers, directors, agents, and employees, from all causes of action, claims, demands, losses and costs of any nature on account of my use of any of the facilities or equipment relating to the Climbing Wall 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, it's patrons, officers, directors, 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 these 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, disability, or death; and that I will waive my right to sue the YMCA on any grounds expressly or implicitly covered by this release.

I further certify that I am in good health and that I have no physical limitation that would preclude my safe use of the Climbing Wall. I further certify that I 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.

SEVERABILITY

I agree that the purpose of this agreement is that it shall be an enforceable release of liability, indemnity, and covenant not to sue as broad and inclusive as is permitted by Washington law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement.

Name (printed clearly): _____ Date of Birth: _____

Address: _____

City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

Emergency Contact: _____

Relation: _____ Phone: _____

Signature: _____ Date: _____

(Parent or legal guardian if participant is a minor under 18 years of age)

If signing for a minor: Parent/Guardian Name (printed clearly): _____

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