



Climbing Wall Waiver of Liability/Informed Consent
YMCA of Metropolitan Columbus

I am aware that participating in wall climbing or any type of climbing activity can be dangerous and involves many risks of injury. I understand that such risks simply cannot be eliminated when engaging in these type activities. The risks include, but are not limited to, the following: climbing on or falling off loose or damaged artificial holds; falling to the ground or onto other participants, having another participant fall on me; abrasions from the walls, ropes, artificial holds or the floor; equipment failure, belay failure, climbing out of control or beyond one's personal limits; the negligence of other climbers, visitors or participants or other persons who may be present; and my own negligence. I understand that the dangers and risks of participating in wall climbing include, but are not limited to, the following: death, serious neck and spinal injuries (which may result in paralysis) and serious injury or impairment to other aspects of my body, general health and well being. I understand that the danger and risks involved in wall climbing may result, not only in serious injury, but in potential serious impairment of my future abilities to earn a living, to engage in other business, to engage in social and recreational activities and to enjoy life in general. Because of the potential dangers of participating in wall climbing, I recognize the importance of following the supervisor's instructions regarding belaying, climbing and other wall climbing rules and regulations. Moreover, I agree to at all times obey such instructions. I understand that in the event I do not follow the supervisor's instructions, I can be asked to leave the wall climbing area. By participating in wall climbing, I understand and fully accept all risks associated therewith.

I am also aware that if I have a past injury, illness or condition or present illness, injury or condition, or if I am currently pregnant, participating in wall climbing or other climbing activities may be more dangerous to my health and potentially the health of others. However, I understand and fully accept such risks and I will provide a doctor's note clearing me to participate in climbing activities should such doctor's note be requested by the YMCA. ____ (initials)

The undersigned agrees to abide by all YMCA rules and regulations at all times. In addition, the undersigned agrees that any and all use of the YMCA shall be undertaken at his/her sole risk, and that the YMCA shall not be liable for any injuries to him/her, damages to his/her property, or be subject to any claim, demand or lawsuit whatsoever including without limitation, any and all damages or injury resulting from acts of alleged negligence of any kind on the part of the YMCA, its agents, employees, director, administrator, volunteer staff, affiliates or board of directors. The undersigned, for himself/herself and on behalf of his/her executors, administrators, heirs, and assigns, does hereby expressly waive and release and agree to hold harmless and indemnify the YMCA, its agents, affiliates, employees, Director, Administrator, Medical Staff, the Board of Directors or the governing body for any and all claims, demands, injuries or actions. I understand that I may ask any questions or request further explanation or information regarding the activities, facilities, programs, and services offered by the YMCA at any time before, during, or after my participation.

I declare that I have read, understood, and agree to the contents of this agreement in its entirety. This agreement shall be binding upon me, my heirs, executors, administrators, and assigns.

If any portion of this agreement is deemed to be unenforceable, each and every other portion of the agreement will remain in full force and effect. Should any dispute regarding this agreement arise, the laws of the State of Georgia shall apply.

*****If participate is younger than 18 years of age, an authorized representative must also sign.

Printed name of Participant

Relation if not Participant

Signature of Participant and/or Authorized Representative Date: ___/___/___

Date: ___/___/___

Staff Member Signature

2/16/11