



# LAKOTA FAMILY YMCA CLIMBING WALL RELEASE

## ACKNOWLEDGMENT, WAIVER & RELEASE FROM LIABILITY AGREEMENT

**Notice:** This document is a legally binding agreement. By signing this agreement, you are acknowledging that you have read, understood and accepted the terms and conditions stated in this agreement. You further acknowledge and agree that you are waiving your rights to bring court action to recover compensation or obtain any other remedy for any injury to yourself or your property.

**Acknowledgment:** I acknowledge that there are significant elements of risk associated with the sport of rock climbing, bouldering and incidental weight training, team building and fitness training regimens. I further acknowledge the nature and extent of the risks inherent in rock climbing and the use of the Lakota YMCA facilities, including, but not limited to:

- Injuries resulting from falling and crashing into walls, rocks or other obstacles, whether such walls, rocks or other obstacles whether such walls, rocks or other obstacles are permanent or temporary;
- Injuries resulting from rope abrasion, entanglement and other injuries that may result from activities or other persons, including, but not limited to, climbing, belaying, rappelling, lowering on rope, rescue or emergency activities, as well injuries, abrasions or cuts resulting from contact with climbing walls, holds or equipment;
- Injuries resulting from falling climbers or falling or dropped items, including, but not limited to, ropes, holds, or climbing hardware;
- Injuries resulting from any equipment failures, including, but not limited to, failures of ropes, slings, climbing harnesses, anchor points, or any part of the climbing structure;
- Injuries or death resulting from not following proper and customary personal safety procedures and the Safety Policies and Procedures of the Lakota YMCA which form a part of this agreement;
- Injuries resulting from the negligence of other climbers, participants, or users of the facilities, including, but not limited to, belayers or spotters;
- Injuries resulting personal physical and mental limits, including, but not limited to, fatigue, chill or dizziness, which may diminish reaction time and increase risk of accident, personal strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, lifting, spotting, or being a spectator.

I acknowledge that the above list is not inclusive of all possible risk associated with the use of the Lakota YMCA facility, and that other unknown and unanticipated risk may result in injury, illness, or death.

**Release, Assumption of Risk and Responsibility:** In consideration of, and in recognition of the inherent risks of the activity associated with the use of the Lakota YMCA facility, I and/or on behalf of any minor children for which I am responsible for, agree, on behalf of myself, my/our heirs, representatives, successors, executors, administrators and assigns, to hereby release, waive, discharge and agree not to sue the Lakota YMCA, its officers, directors, shareholders, agents and employees, from any and all claims or demands, obligations and/or causes of action of any nature whatsoever which I may have against the Lakota YMCA, its officers, directors, shareholders, agents or employees, on account of any personal injury, property damage, death or accident of any kind, arising out of or in any way connected with the use of the Lakota YMCA facility or equipment, whether my/our use is supervised or unsupervised and I/we agree to indemnify and hold harmless the persons or entities mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of my/our actions.

- I further certify, acknowledge and agree on behalf of myself and/or any minor children for which I am responsible, that:
- I am (we are) physically and mentally capable of participation in the activity and/or use the equipment;
- I/ we assume responsibility for and voluntarily assume risk for any personal injury, death and related expenses involved in this activity;
- I/we assume responsibility for damage to my/our personal property; and
- I/we assume the risks for accidents or injury caused by the negligence of my/our belayer or spotter.

I further acknowledge on behalf of myself and on behalf of any minor for which I am responsible, that wearing appropriate clothing and footwear are basic safety precautions, and that wearing a UIAA approved helmet may help prevent head and or neck injuries.

**Medical Authorization:** I agree, on behalf of myself and on behalf of any minor children for which I am responsible, to authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the use of the Lakota YMCA facility and/or its' equipment. I agree, on behalf of myself or on behalf of any minor children for which I am responsible, to pay all costs of any rescue and/or medical services as may be incurred on my/our behalf.

**Promotional Authorization:** I agree, on behalf of myself and on behalf of any minor children for which I am responsible, that any film or photographs of me/us, as users if the Lakota YMCA facility, become the property of the Lakota YMCA and may be used for promotional or commercial purposes.

**IN WITNESS WHEREOF,** I have signed this agreement in Middletown, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

User \_\_\_\_\_ Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

I, as parent, guardian or responsible party of the above-named minor child under the age of 18 years, hereby acknowledge reading, understanding and agreeing to the terms and conditions of this agreement.

Parent/Guardian/Responsible Party Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

# Safety Policies and Procedures of the Lakota YMCA

The following are the Safety Policies and Procedures of the Lakota YMCA. They are not all inclusive and the user of the Lakota YMCA facility recognized that they have responsibility to conduct themselves and any and all persons under their control or supervision, including minor children, in a proper, courteous and safe manner during all times they are on the Lakota YMCA property.

In consideration for the use of the Lakota YMCA facility and equipment, you agree to accept full responsibility for your own safety and the safety of others while on the premises and to abide by and help enforce the following Safety Policies and Procedures.

All persons using or being a spectator of the Lakota YMCA facility shall have signed an Acknowledgement Waiver & Release from Liability Agreement, and if requested to gain access to the facility, present a photo identification.

Each new user of the facility shall be required to demonstrate safe belaying and tie-in techniques to an authorized instructor of the Lakota YMCA. Only approved climbers/spectators will be allowed in the climbing area. New belayers shall take a training session and be qualified by an authorized instructor of the Lakota YMCA before receiving approval for climbing.

No un-belayed climbing over ten (10) feet the landing zone shall be permitted. Failure to strictly comply with this Policy may result in immediate expulsion from the facility and withdrawal of any future climbing privileges.

Climbing above the ten (10) feet restriction over the landing zone shall be roped and belayed using an approved belay device. All rope climbers and belayers shall wear approved harnesses.

Climbers must tie the rope directly into the two parts of their harness (not their belay loop) with a figure eight (8) retrace knot.

Helmets are required for all climbers, unless a helmet Waiver is signed.

Lead climbers and their belayers both demonstrate the proper understanding of leading and belaying techniques to an authorized instructor of the Lakota YMCA before using the lead route wall.

All users of the Lakota YMCA facility have an affirmative duty to inform employees of the Lakota YMCA as well as fellow climbers/belayers and any situation seen as unsafe or not in compliance with these Safety Policies and Procedures. All climbers are requested to assist and encourage less experienced climbers.

All accidents or equipment damage or failures shall be reported to an employee of the Lakota YMCA immediately.

The Lakota YMCA reserves the right to deny access to its facilities to any person, permanently or for a specific period of time, for any breach of this agreement or failure to strictly adhere to the Safety Policies and Procedures, or for any conduct that is viewed as unsafe, inappropriate or unhealthy including, but not limited to, horseplay, foul or rude language or defiance of a Lakota YMCA employee's request.

The Lakota YMCA is a Drug, Tobacco, and Alcohol-Free Zone for all persons.

I have read, and understood and agreed, on behalf of myself and/or on behalf of any minor children I am responsible for, to the above Safety Policies and Procedures.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

## Helmet Waiver

I agree, on behalf of myself and/or on behalf of any minor children for which I am responsible for, that there are inherent dangers involved with climbing activities and that I/we assume all risks associated with such activities. I/we realize that I/we are subject to injury from this activity. I/we further understand that the Lakota YMCA Safety Policies and Procedures require the use of and wearing of safety protective helmets, which could prevent injury to my/our head, including, but not limited to, permanent brain damage. Against the advice of the Lakota YMCA, and its insurance company, I/w am refusing this critical safety precaution and hereby waive and release the Lakota YMCA its officers, directors, shareholders, employees and agents from any and all liability associated with my voluntary refusal to wear a safety helmet.

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

Belay Check

Pass Top Rope

Pass Lead

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Instructor: \_\_\_\_\_

Instructor: \_\_\_\_\_

\_\_\_\_\_  
Instructor Signature

\_\_\_\_\_  
Instructor Signature