



# Scottsbluff Family YMCA



## LIABILITY WAIVER AND ASSUMPTION OF RISK

1. I fully realize that rock climbing and Trial West Ropes Course and the activities incidental thereto are inherently dangerous. Hazards associated with such activities include, but are not limited to: falls, falling objects, and equipment failure. I realize that these dangers and other hazards may result in the possibility of property damage, broken limbs, paralysis, or even fatal injury. Nevertheless, I voluntarily desire to participate in such activities being fully aware of the dangers and voluntarily assume all risk of loss, damage, injury, bodily harm, or death.

Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_

2. I acknowledge that there are not warranties applicable to the equipment provided by the Scottsbluff Family YMCA and Trails West Camp. Any equipment I receive, rent or borrow from the Scottsbluff Family YMCA and Trails West Camp I use voluntarily and at my own risk, and I agree that the Scottsbluff Family YMCA and Trails West Camp shall not be liable for any loss, damage, injury, bodily harm, or death resulting from the use of said equipment. It is my responsibility to check and maintain the safety condition of all personal equipment that I utilize while using the YMCAs climbing gym and Trails West Ropes Course. Initials of participant (or initials of parent/legal guardian if participant is a minor)\_\_\_\_\_

3. I here by release and forever discharge the Scottsbluff Family YMCA and Trails West Camp, Eldorado Wall Co., their officers, directors, employees, and agents from any and all liability, demands, claims, or causes of action for any loss, damage, injury, bodily harm, death, or expense arising out of or resulting from participation in these activities. This waiver includes, but is not limited to claims based on negligence, improper supervision, improper instruction and equipment failure.

Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_

4. It is my responsibility and obligation to myself and other users of the climbing area and/or ropes course to conduct myself in a safe, reasonable, and responsible manner so as not to endanger the lives of other persons or their property. I agree to indemnify the Scottsbluff Family YMCA and Trails West Camp for my failure to act in such a reasonable manner.

Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_

5. I agree that I will NOT use the climbing area and trails west ropes course while under the influence of alcohol or other drugs or while experiencing any medical, psychological, or chemical condition that might impair my ability to make safe and sound judgments.

Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_

6. I agree to obey and comply with all rules, regulation, policies, procedures, instructors, volunteer staff, and employees. It is my responsibility to familiarize myself with these rules and to take any steps necessary to clarify any regulations or instructions that I do not understand.

Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_

7. I have read the above and understand that this constitutes a knowing and intelligent waiver of my legal rights and the assumption of all risks arising out of participation in climbing in the YMCAs climbing gym and participation at the Trails West Camp ropes course, and I agree that I am executing this agreement voluntarily.

Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_

NAME (please print name of participant): \_\_\_\_\_

DATE: \_\_\_\_\_ D.O.B. \_\_\_\_\_

SIGNATURE OF PARTICIPANT(if 19yr.old): \_\_\_\_\_

**FOR MINORS ONLY[5 - 18 yrs. old]: TO BE COMPLETED BY PARENT/LEGAL GUARDIAN.**

NAME (please print name of parent/legal guardian): \_\_\_\_\_

DATE: \_\_\_\_\_ RELATIONSHIP TO PARTICIPANT. \_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_



# Scottsbluff Family YMCA

## HELMET WAIVER AND ASSUMPTION OF RISK

1. I understand that by NOT wearing a helmet designed specifically for climbing I increase my risk for sustaining possible injuries or even death. Nonetheless, I voluntarily desire to participate WITHOUT wearing a helmet.  
Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_
  
2. I understand that by NOT wearing a helmet I will have less protection in a fall and less protection against falling objects. Nonetheless, I voluntarily desire to participate WITHOUT wearing a helmet.  
Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_
  
3. I understand that NOT having a helmet on during a fall could cause me to sustain great amount of force transmitted to my neck and energy absorption through my skull and neck, resulting in injuries such as a compressed skull, paralysis, or even death. Nonetheless, I voluntarily desire to participate WITHOUT wearing a helmet.  
Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_
  
4. I understand that by NOT wearing a helmet I increase the risk of injury to myself. Nonetheless, I voluntarily desire to participate WITHOUT wearing a helmet.  
Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_
  
5. I understand that if I so request, a climbing helmet will be provided to me free of charge by the Scottsbluff Family YMCA climbing wall staff and Trials West Ropes Course staff.  
Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_
  
6. I understand that use of a helmet will not eliminate the chance of injury or even death.  
Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_
  
7. I have read the above and understand that this constitutes a knowing and intelligent waiver of my legal rights and the assumption of all risks arising out of NOT wearing a helmet while participating in climbing at the Scottsbluff Family YMCAs climbing gym and Trials West Rope Course, and I agree that I am executing this agreement voluntarily.  
Initials of participant (or initials of parent/legal guardian if participant is a minor): \_\_\_\_\_

NAME (please print name of participant): \_\_\_\_\_

DATE: \_\_\_\_\_ D.O.B. \_\_\_\_\_

SIGNATURE OF PARTICIPANT(If 19 yrs. or older): \_\_\_\_\_

**FOR MINORS ONLY[5 - 18 yrs. old]: TO BE COMPLETED BY PARENT/LEGAL GUARDIAN.**

NAME (please print name of parent/legal guardian): \_\_\_\_\_

DATE: \_\_\_\_\_ RELATIONSHIP TO PARTICIPANT: \_\_\_\_\_

SIGNATURE OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_