

Waiver and Release of Liability

Notice: THIS IS A LEGALLY BINDING CONTRACT. In consideration of my being permitted by the Kenosha YMCA to use its Climbing Gym, and/or participate in any climbing program offered by the Kenosha YMCA, including climbing lessons, training and birthday parties, I agree to the following waiver and release and I make these following representations:

I HEREBY ACKNOWLEDGE THE INHERENT EXTREME RISKS IN ROCK CLIMBING, including climbing on artificial surfaces. I realize that those risks include, but are not limited to: falls from or contact with walls or equipment, bad decision-making, inattention of belayers or actions of other climbers, misuse or failure of equipment, holds which may have become loose or damaged, and accidents which cannot be foreseen. I acknowledge that the above list is not inclusive of all possible risks associated with the use of the facilities, and/or the sport of climbing and I agree that said list in no way limits the extent or reach of this release. **I VOLUNTARILY ASSUME ALL RISKS WITH FULL KNOWLEDGE AND APPRECIATION OF THE DANGERS AND RISKS INVOLVED.**

I voluntarily agree to assume all risks of personal injury, **including paralysis and death**, which may occur while I am in the Climbing Gym, or participating in any event, program, birthday party or training at any time, whether or not under supervision of Kenosha YMCA personnel. I hereby knowingly and intentionally waive and release any and all claims or causes of action which might arise from use of the Climbing Gym or participation, and agree to indemnify, hold harmless and defend the Kenosha YMCA, its successors, assigns, officers, employees, wall designers or builders, manufacturers, lessors and agents from all liability for any such damage, injury, paralysis or death which may result. **This Waiver/Release shall be effective even though said loss, damage or injury results or has resulted from negligence, wrongful acts, omissions, breach of warranty or strict tort liability of the Kenosha YMCA or the other parties released.**

I am in good health and have not any known physical limitations, which affect my use of the Climbing Gym. I agree to pay attention to the state of the ropes, anchors and other equipment I may use, and to advise staff members if I do any damage or notice damage or problems. I certify that I have read the posted rules, and accept responsibility for failure to abide by these rules. If the Kenosha YMCA staff makes a specific request of or instruction to me, I agree to comply. I understand that indoor climbing is not the same as outdoor climbing, which requires additional skills, and I agree to seek qualified instruction before attempting to climb outdoors.

I am at least 18 years of age and otherwise legally competent to sign this agreement. This waiver/release shall be effective and binding upon me and upon my assigns, heirs, representatives, guardians and administrators. If under the age of 18, this waiver/release is signed by a parent/guardian of the minor, and the undersigned waive any and all claims, and agree to indemnify and hold harmless the Kenosha YMCA and its agents in the event of any injury to the undersigned or minor climber.

I understand that this waiver/release is a contract. I expressly state that I have read, understand and am familiar with all its provisions and that I sign it of my own free will.

Climber Signature _____ Climber Name _____

Date _____ Phone _____ Date of Birth _____

Address _____ City/State/Zip _____

TO BE READ AND SIGNED BY PARENT/GUARDIAN OF MINOR: I hereby represent that I am the parent/guardian of the minor whose name appears above. I am familiar with and consent and agree to the terms and provisions set forth in this waiver/release, on behalf of myself and said minor.

Signature of Parent/Guardian _____ Date _____

Photo/Talent Release: I hereby irrevocably release, consent and authorize the Kenosha YMCA and its agents to use my photograph/likeness/voice, as it pertains to my participation with the Kenosha YMCA, in any manner for promotional efforts without expectation of or right to any reimbursement in connection with its use.

Kenosha YMCA – Callahan Family Branch - 7101 53rd Street - Kenosha WI 53144 - 262-654-9622 Fax: 262-653-9886

Indoor Climbing Gym Rules and Etiquette Agreement

1. All climbers and belayers must read and complete the waiver/release form. Minors under the age of 18 must have the waiver completed and signed by their parent/guardian.
2. All climbers and belayers must pass a safety check by Kenosha YMCA staff prior to using the Climbing Gym.
3. With the exception of harnesses, shoes and chalk bags, **NO** personal climbing gear may be used in the Kenosha YMCA Climbing Gym. Staff reserves the right to inspect any personal equipment.
4. The minimum age for belaying is 14 years old. **Parents must be present when children are 10 and under.**
5. Climbers who choose not to use the automatic belay system and have another person belay them, must both pass a belay skills test which includes knot tying, belaying and climbing commands.
6. Belayers must stay alert and keep their eyes on the climber at all times.
7. All climbers agree to use the double check exchange before each climb. This entails the belayer checking the climber's gear and the climber checking the belayer's gear and belaying system. Each person must give a verbal confirmation that the climb is ready to begin and that the climb has ended.
8. Use only holds and the wall for climbing. **DO NOT** touch walls, exposed metal, i.e. belay stations, structural steel, etc.
9. **NO** "topping out." Absolutely **NO** climbing above the belay anchor system.
10. **NO** bouldering above your shoulder height. Yield to roped climbers and show courtesy to other boulderers. The Kenosha YMCA recommends using at least one spotter when bouldering.
11. Climbing or traversing beneath another climber is **prohibited**.
12. All incidents, accidents, wall damage and equipment damage **MUST** be reported to a Kenosha YMCA staff member.
13. **Three strikes and you're out.** You will be suspended for misconduct in the Climbing Gym. The **first offense** will be a *one-week* suspension from the Climbing Gym. **Second offense** is a *one-month* suspension. **Third offense** is a *one-year* suspension from the Climbing Gym
14. All climbers **MUST** abide by the judgments of the Kenosha YMCA staff.
15. Shirts and climbing shoes or athletic shoes are required at all times. **NO open-toed shoes or bare feet.**
16. **NO** spitting.
17. **NO** food and/or beverage in Climbing Gym, **except water.**
18. Only YMCA approved climbing techniques allowed in Climbing Gym.
19. **HAVE FUN!**

I have read the above rules and etiquette and by signing this form, I agree to the following rules and etiquette.

Climber Signature _____ Climber Name _____

Date _____ Date of Birth _____ Phone _____

Parent/Guardian Signature _____ Date _____

The Kenosha YMCA wants to provide a safe and fun environment for all members and spectators. Any person(s) not complying with all of the above rules and etiquette will be asked to leave immediately. The Kenosha YMCA and its employees reserve the right to deny access to anyone for any act deemed inappropriate or unsafe.