

9.29.04

Ralph J. Stolle Countryside YMCA
SUMMIT CLIMBING WALL
PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Ralph J. Stolle Countryside YMCA dba YMCA, their agents, owners officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "YMCA"), I hereby agree to release, indemnify, and discharge YMCA, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- 1. I acknowledge that climbing on an artificial climbing wall entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated with jeopardizing the essential qualities of the activity. The risks include, among other things: falling off the wall; loose and/or damaged artificial holds; rented equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belay and or belayer failure; climbing out of control or beyond ones personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence. Furthermore, YMCA employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I herby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of YMCA's equipment or facilities, including any such Claims which allege negligent acts or omissions of YMCA.
4. Should YMCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against YMCA, I agree to do so solely in the state of Ohio, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against YMCA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

SIGNATURE OF PARTICIPANT _____

PRINT NAME _____

ADDRESS _____

PHONE _____ DATE _____

PARENT'S/GUARDIAN'S/LEGAL CUSTODIAN'S ADDITIONAL INDEMNIFICATION

In consideration of _____ (print minor's name) ("Minor") being permitted by YMCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless YMCA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

SIGNATURE OF PARENT/GUARDIAN/LEGAL CUSTODIAN _____

PRINT NAME _____ DATE _____