
**YMCA OF WOOSTER
CLIMBING WALL, OBSTACLE COURSE AND GYMNASTICS
CENTER
CONSENT, RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

DESCRIPTION AND LOCATION OF EVENT(S)

IN CONSIDERATION of my being permitted to participate in any way in the activities ("Activities") at the YMCA of Wooster (the "Y"), I agree as follows:

1. I know the nature of the Activities to be held and by the Y. I will inspect the premises, facilities, and equipment to be used. IF I BELIEVE ANYTHING IS UNSAFE, I WILL IMMEDIATELY LEAVE THE AREA AND REFUSE TO PARTICIPATE FURTHER IN THE ACTIVITIES.
2. I FULLY UNDERSTAND that: (a) THE ACTIVITIES may be DANGEROUS and participation in the Activities involves RISKS AND DANGERS that include SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activities, the rules and regulations of the Activities or the Y and, the condition and layout of the premises and equipment; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from these Risk(s) COULD BE SEVERE AND COULD CAUSE PERMANENT DAMAGE OR DEATH.
3. In exchange for being able to participate in the Activities, I HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
4. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Y, its officers, employees, and Board Members, the, the promoters, participants, sponsors, advertisers, premises or event inspectors, underwriters, consultants, and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Activities, and each of them, their directors, officers, agents, employees, representatives, owners, members, affiliates, successors, and assigns, all, for the purposes herein, referred to as "Releasees" FROM ALL LIABILITY TO ME, my personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME, including, but not limited to, death or damages to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE.
5. If, despite this release, I or anyone on the my behalf, makes a claim against any of the "Releasees" named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE "RELEASEES" NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I sign this agreement on my own behalf.

I HAVE READ THIS CONSENT, RELEASE, AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES' FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT AND PRESENT I HAVE THE AUTHORITY TO SIGN THE SAME.

ALL SECTIONS MUST BE COMPLETED

1. PARTICIPANT Legal Signature: _____ I HAVE READ THIS RELEASE _____ Date: _____

Participant Printed Name: _____ Age: _____

If the Participant is a minor the undersigned represents and warrants that the undersigned is the parent or legal guardian or custodian of the above named Participant and that undersigned has the legal authority and capacity to execute this document on behalf of the Participant and themselves.

Parent/Legal Guardian/Custodian: _____