

THE WALL
The Family YMCA, Los Alamos NM
LIABILITY WAIVER AND ASSUMPTION OF RISK

1. I fully realize that rock climbing 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 climber (or initials of parent/ legal guardian if climber is a minor): _____.

2. I acknowledge that there are no warranties applicable to the equipment provided by The Family YMCA. Any equipment I may receive, rent, or borrow from The Family YMCA, I use voluntarily and at my own my risk, and I agree that The Family YMCA 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 Wall.

Initials of climber (or initials of parent/ legal guardian if climber is a minor): _____.

3. I hereby release and forever discharge The Family YMCA, Radwall, their officers, directors, employees, volunteers, 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.

Initials of climber (or initials of parent/ legal guardian if climber is a minor): _____.

4. It is my responsibility and obligation to myself and other users of The Wall 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 Family YMCA for my failure to act in such a reasonable manner.

Initials of climber (or initials of parent/ legal guardian if climber is a minor): _____.

5. I agree that I will NOT use The Wall 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 judgements affecting my safety and the safety of other climbers.

Initials of climber (or initials of parent/ legal guardian if climber is a minor): _____.

6. I agree to obey and comply with all rules, regulations, 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 climber (or initials of parent/ legal guardian if climber 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 on The Wall, and I agree that I am executing this agreement voluntarily.

In keeping with our mandate of building strong kids and families and to maintain safe and comfortable facilities, convicted and/or registered sex offenders are excluded from membership and program participation at The Family YMCA, and offenders shall not enter onto YMCA property or loiter in the vicinity of YMCA programs and activities.

NAME (please print name of climber): _____

DATE: _____ Date of Birth: _____

SIGNATURE OF CLIMBER (If 18 yr. or older): _____

FOR MINORS ONLY: TO BE COMPLETED BY PARENT/ LEGAL GUARDIAN.

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

DATE: _____ RELATIONSHIP TO CLIMBER: _____

SIGNATURE OF PARENT/ LEGAL GUARDIAN: _____

THE WALL
The Family YMCA, Los Alamos NM
HELMET WAIVER AND ASSUMPTION OF RISK

TO BE COMPLETED ONLY FOR CLIMBERS AGES 13 & OVER WHO CHOOSE TO NOT WEAR A HELMET. CLIMBERS AGES 12 & UNDER ARE REQUIRED TO WEAR A HELMET.

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 climber (or initials of parent/ legal guardian if climber 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 climber (or initials of parent/ legal guardian if climber is a minor): _____.

3. I understand that NOT having a helmet on during a fall could cause me to sustain great amounts 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 climber (or initials of parent/ legal guardian if climber 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 climber (or initials of parent/ legal guardian if climber is a minor): _____.

5. I understand that if I so request, a climbing helmet will be provided to me free of charge by The Family YMCA Wall.

Initials of climber (or initials of parent/ legal guardian if climber is a minor): _____.

6. I understand that use of a helmet will not eliminate the chance of injury or even death.

Initials of climber (or initials of parent/ legal guardian if climber 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 on The Wall, and I agree that I am executing this agreement voluntarily.

In keeping with our mandate of building strong kids and families and to maintain safe and comfortable facilities, convicted and/or sex offenders are excluded from membership and program participation at The Family YMCA, and offenders shall not enter onto YMCA property or loiter in the vicinity of YMCA programs and activities.

NAME (please print name of climber): _____

DATE: _____ Date of Birth: _____

SIGNATURE OF CLIMBER (If 18 yr. or older): _____

FOR MINORS ONLY: TO BE COMPLETED BY PARENT/ LEGAL GUARDIAN.

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

DATE: _____ RELATIONSHIP TO CLIMBER: _____

SIGNATURE OF PARENT/ LEGAL GUARDIAN: _____