

## Climbing Tower Release Form

### HICKORY FOUNDATION YMCA CLIMBING TOWER PARTICIPANT AGREEMENT AND MEDICAL RELEASE FORM

- I state that I am not now under the influence of any chemical substance including alcohol, and that I will not be under the influence of any substance when participating in the challenge course program. I realize participating in any Climbing Tower Programs while under the influence of a substance would endanger myself and others.
- I am aware that I might be photographed and/or videotaped during my participation, and authorize such photographs and/or videotapes to be used by the YMCA of Catawba valley in training and/or promotional that I will not receive compensation for the use of such photographs and/or videotapes.
- I give my consent to the YMCA of Catawba Valley and Climbing Tower Staffs employees and to emergency medical personnel to treat me if they deem it to be medically necessary. I authorize YMCA of Catawba Valley and Climbing Tower staff to secure such medical advice and services as they feel necessary for my health or well-being. I give permission for emergency anesthesia and/or surgery that might be necessary due to an illness or injury occurring during my participation.
- I agree to accept financial responsibility for any medical expenses and/or loss of income not covered by my Insurance Policy that occurs as a result of my participation in the challenge course program.
- RELEASE OF LIABILITY
- I understand that Challenge Course/Climbing/Adventure Based activities are, by their nature, physically and emotionally demanding, and that participating in the challenge course program may involve risks such as walking, bending, twisting, pulling, lifting, running, jumping, climbing, swinging, increased heart or breath rates and/or physical contact with others.
- I understand that although the YMCA of Catawba Valley and Climbing Tower staff will make every reasonable effort to minimize exposure to known risks, not all dangers and hazards can be foreseen (i.e. cuts, bruises, scrapes, fractures, dislocations, fatalities, etc.). I am aware that certain risks and dangers exist in the activities that are beyond the control of the YMCA of Catawba Valley and Climbing Tower Staffs and their employees.
- I understand that I have the right and the responsibility to limit my participation in any activity that I believe will compromise my safety, and agree to notify a YMCA or Climbing Tower Staffs employee if I have any concerns. YMCA of Catawba Valley and Climbing Tower practices the 'Challenge by Choice' philosophy. This means, if I choose to physically participate in any activities, I voluntarily assume all risks associated with such participation.
- I understand that YMCA of Catawba Valley and Climbing Tower staff has the right to deny my participation and that it is my responsibility as a Participant to follow the instructions, guidelines and procedures established by the Facilitator(s)/Trainer(s). If, at any time, I do not understand or have not heard specific instructions given by the Facilitator(s)/ Trainer(s), I realize that it is my responsibility to ask for clarification and/or assistance before any participation.

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- I understand and assume all dangers and risks (both known and unknown) associated with my participation in the challenge course program and waive, release and discharge the YMCA of Catawba Valley and their agents, officers and employees from all claims or causes of action arising from my participation. I do hereby release the YMCA of Catawba Valley and Climbing Tower Staff and their agents, officers, and employees from any and all liability, even if arising from the negligence of the releases, and agree to indemnify and hold the YMCA of Catawba Valley and Climbing Tower staff harmless from any suits for any accidents, personal injury or loss of or damage to property, and from any legal fees and expenses incurred in the defense of same, arising as a direct or indirect result of participating in the challenge course program. This release, indemnification, and waiver shall be construed broadly to the maximum extent under applicable law.
- My e-signature on this document is also intended to bind my representatives, administrators, successors, heirs, next of kin and assigns on my behalf. By signing below I am agreeing that I have carefully read and agree to all of the sections above.