



Southgate Fun Fitness Centre

Home of the NEW Downriver Family YMCA



W A I V E R

Acknowledgement of Risks, Assumption of Risks and Release of Liability for the YMCA of Metropolitan Detroit Climbing Wall Program

WARNING: There are significant elements of risk in any adventure sport or activity associated with a "rock gym", climbing wall, bouldering area, rock climbing, and/or incidental weight and fitness training regimens and equipment (referred to herein as "activity"). We have taken reasonable steps to provide you with appropriate equipment and/or skilled instructors so you can enjoy an activity for which you may not be skilled. We wish to remind you this activity is no without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can be causes of loss or damage to your equipment, accidental injury, or in extreme cases, permanent trauma or death. This is not to frighten you or reduce your enthusiasm for this activity, but it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGMENT OF RISKS: I acknowledge that the following describes some, but not all of the risks: 1) Slips, trips or falls while climbing rock, using the facilities or equipment, climbing walls, bouldering areas, landing pits, work out areas, floors below climbing walls, bathroom facilities, or stairs; 2) Risk associated with crossing, climbing, or down climbing; 3) Misuse of equipment or facilities, or failure of equipment; 4) My physical strength, coordination, sense of balance, and ability to follow or give directions while climbing, belaying, or working out; 5) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase the risk of accident; 6) Abrasion from or entanglement with ropes or equipment; 7) The presence, actions or falls of other participants. I understand the description of these risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and my minor children for which I am responsible, will engage in, I confirm and I am (we are) physically and mentally capable of participating the in the activity and/or using equipment/ I/we participate willing and voluntarily and I assume responsibility for damages to or loss of my/our personally property. I also assume risk for accidents or injury caused by the negligence of my belayer or spotter whether such negligence is comparative or contributory. I am aware of the meaning of the terms "unroping climbing" (bouldering), "Toprope climbing," and "Lead climbing" and understand the differences between the activities. I accept that lead climbing is the most dangerous due to the hazard to both leader and follower.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts; wounds; scrapes; abrasions; and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; insect bite or allergic reaction; shock, paralysis and/or death.

HELMET WAIVER: I, undersigned, acknowledge on my behalf and on behalf of any minor children for which I am responsible, that wearing a UIAA approved helmet may help prevent head injuries. I/we understand that UIAA approved helmets are made available to me/us by the Southgate Fun & Fitness Centre Home of the Downriver Family YMCA at no cost. By not wearing a safety helmet, I/we am refusing this critical safety precaution, against the advice of the Southgate Fun & Fitness Centre Home of the Downriver Family YMCA and its insurance company, and hereby waive and release Southgate Fun & Fitness Centre Home of the Downriver Family YMCA, its officers, directors, shareholders, employees, and agents from any and all liability associated with my voluntary refusal to wear a safety helmet.

I have read and understand the Helmet Waiver

Participant must write "I have read and understand the Helmet Waiver."

Participant signature (If under 18, parent or legal guardian's signature) _____ Date _____

COVENANT OF GOOD FAITH: I recognize that Southgate Fun & Fitness Centre Home of the Downriver Family YMCA, as provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of any activity. I accept your right to take such actions for the safety of myself and/or other participants.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury or illness while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. I agree that any film or photographs of me/us, as participants, become property and may be used for promotion or commercial purposes.

RELEASE: In consideration of services or property provided, I, or myself and my minor children for whom I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, due hereby release Southgate Fun & Fitness Centre Home of the Downriver Family YMCA, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted, from all liability and waive any claim for damage arising from any cause whatsoever (except that which is result of gross negligence).

WAIVER

In addition to signing, or opting not to sign, the Helmet Waiver, I have read and understand the foregoing Acknowledgement of Risks, Assumption of Risks, and Release of Liability. I understand that by signing this form I may be waiving valuable legal rights.

Participant's Name (Please Print Clearly and Neatly) _____ Participant's Age _____ Date of Visit _____

Participant's Address (Street) _____ City _____ State _____ Zip _____

Participant's Phone Number (Please indicate home, work or cell) _____ Emergency Notification (Name and Phone Number) _____

Participant's Signature (IF THE PARTICIPANT/MEMBER IS UNDER 18, THE PARENT OR LEGAL GUARDIAN MUST SIGN) _____

Safety Guidelines and Regulations for Southgate Fun & Fitness Centre Home of the Downriver Family YMCA

Please read and initial each of the following guidelines. If you have any questions please inquire with Southgate Fun & Fitness Home of the Downriver Family YMCA. The Southgate Fun & Fitness Home of the Downriver Family YMCA requires that parents or legal guardians of participants under the age of 18 initial for that participants, after thoroughly explaining the guidelines.

- I have completed and signed a Southgate Fun & Fitness Home of the Downriver Family YMCA waiver. (If under the age of 18, a parent or legal guardian must initial) _____
- I acknowledge and understand that all climbers must sign a *Helmet Waiver* or be required to wear a helmet. (If under the age of 18, a parent or legal guardian must initial) _____
- I acknowledge and understand that, as a user of the Southgate Fun & Fitness Home of the Downriver Family YMCA, I have a responsibility to conduct myself and any and all persons under my supervision, including minor children, in a proper, courteous, and safe manner. _____
- I acknowledge and understand that no one may use the equipment and/or facilities at the Southgate Fun & Fitness Home of the Downriver Family YMCA while under the influence of a controlled substance. _____
- I acknowledge and understand that ONLY the Southgate Fun & Fitness Home of the Downriver Family YMCA staff is permitted to teach belay skills on the premises. _____
- I acknowledge and understand that there is no running, no horseplay, no foul or derogatory language, no swinging or bouncing on the ropes and no throwing of CRG gear or equipment at the Southgate Fun & Fitness Home of the Downriver Family YMCA. _____
- I acknowledge and understand that, due to issues of safety, participants holding Visitor passes are not permitted in Member areas. _____
- I acknowledge and understand that food is permitted only in the food court area. _____
- I acknowledge and understand that all participants and spectators are required to respect and obey all requests made by the Southgate Fun & Fitness Home of the Downriver Family YMCA staff. _____
- I acknowledge and understand that Southgate Fun & Fitness Home of the Downriver Family YMCA has the right to deny access to its facilities to any person, permanently or for a specific period of time, for any failure to adhere to the Safety Guidelines and Regulations, or for any conduct that is viewed as unsafe, inappropriate, or unhealthy, including, but not limited to, horseplay, foul or rude language, or defiance of a Southgate Fun & Fitness Home of the Downriver Family YMCA employee's request. _____



YMCA

We build strong kids,
strong families, strong communities.

Southgate Fun & Fitness Centre Home of the Downriver Family YMCA

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