

ZIP LINE and/or HIGH ROPES COURSE WARNING, ASSUMPTION OF RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND THE WAIVER OF CERTAIN LEGAL RIGHTS.

The person who is Zip Line and/or High Ropes Course at Edwards YMCA Camp shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent's or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that Zip Line and/or High Ropes Course (hereinafter the "ACTIVITY") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED agree and understand that there are risks associated with strenuous physical exertion and with participating in the ACTIVITY and that **INJURIES AND/OR DEATH** may result from engaging in the ACTIVITY. THE UNDERSIGNED agree and understand that risks include, but are not limited to: falls; collisions; abrupt and possibly harmful contact with structures or objects and persons; anxieties and fears associated with heights; close contact with other people; coordination and misjudgments on the part of participants or negligence of guides; the failure of structures or equipment; and the unpredictable forces of nature. and/or the condition of the PARTICIPANT. **INJURIES AND/OR DEATH RANGE FROM:** 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as lacerations, loss of vision, joint of back injuries, concussions, and heart attacks to 3) the very rare catastrophic injuries including forms of paralysis and death.

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY, THE UNDERSIGNED hereby **ASSUME ALL RISKS** associated with the PARTICIPANT'S participation in the ACTIVITY. Additionally, THE UNDERSIGNED **AGREE TO HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY** [insert full name of YMCA and/or JCC], its affiliated organizations and companies and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") **FOR ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT'S participation in the ACTIVITY, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE or BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the ACTIVITY. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right to** make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD-PARTY arising in the whole or in part from the PARTICIPANT'S participation in the ACTIVITY. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a client or suit brought by or on behalf of all of THE UNDERSIGNED.

THE UNDERSIGNED recognize that protective clothing and equipment are [required or recommended] and PARTICIPANT agrees to where protective clothing and equipment at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that protective clothing and equipment **IS IN NO WAY ANY GUARANTEE OF SAFETY** and that no protective clothing and equipment can protect the wearer against all foreseeable impacts to the body, and that the ACTIVITY and other related activities can expose THE UNDERSIGNED to forces that exceed the limits of protection provided by protective clothing and equipment. THE UNDERSIGNED also understands that such protective clothing and equipment does not guard against all injuries to the body, and that these limitations are **INHERENT RISKS** of the ACTIVITY.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the PARTICIPANT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the

PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for the PARTICIPANT and shall **indemnify and hold harmless the RELEASE PARTY from any loss incurred therein, or any claims arising therefrom.**

In consideration for allowing the PARTICIPANT to participate in the ACTIVITY and for using the facilities, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT'S participation in the ACTIVITY shall be **GOVERNED BY [insert your state] LAW and EXCLUSIVE JURISDICTION** of any claim shall be in the **LOCAL COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THIS STATE OF [insert your state].**

In the case of a minor PARTICIPANT, THE UNDERSIGNED parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **BY SIGNING THIS RELEASE AS THE PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** THE UNDERSIGNED parent or legal guardian agrees that but for the foregoing, the minor PARTICIPATION would not be permitted to participate in the ACTIVITY.

THE UNDERSIGNED and/or THE UNDERSIGNED parent or legal guardian on behalf of the minor PARTICIPANT agree that any controversy, dispute, or claim ("Claim") by the PARTICIPANT, THE UNDERSIGNED and/or THE UNDERSIGNED parent or legal guardian individually and/or on behalf of a minor PARTICIPANT against the [insert full name of YMCA and/or JCC], its affiliated organizations and companies and each of their respective insurance carriers, agents, employees, volunteers, representatives, assignees, officers, directors whether based on contract, tort, or any other legal basis or theory, that arises from or relates to (a) this AGREEMENT, (b) services rendered by us pursuant to this AGREEMENT, or in connection with the ACTIVITY, (c) the relationships that result from this AGREEMENT, or (d) the validity, scope, enforceability, or applicability for this arbitration provision to a Claim shall be resolved by binding arbitration. THE UNDERSIGNED and/or THE UNDERSIGNED parent or legal guardian on behalf of the minor PARTICIPANT and we may choose either the American Arbitration Association ("AAA") or a local [Insert State Name] Arbitration Forum to conduct any Arbitration proceeding. If either is unwilling or unable to conduct the arbitration proceeding, or if you or we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

By signing this release without a parent or guardian signature, the PARTICIPANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be unenforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next-of-kin, executors and personal representatives of THE UNDERSIGNED.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT MIGHT OTHERWISE MAY HAVE. BOTH PARENTS MUST SIGN.

_____ Printed name of PARTICIPANT	_____ Signature of PARTICIPANT	_____ Date
--------------------------------------	-----------------------------------	---------------

_____ Printed name of Parent/Guardian	_____ Signature of Parent/Guardian	_____ Date
--	---------------------------------------	---------------

_____ Printed name of Parent/Guardian	_____ Signature of Parent/Guardian	_____ Date
--	---------------------------------------	---------------

Emergency Contact: _____
Name Telephone