GREENWOOD FAMILY YMCA Challenge Course
Assumption of Risk and Release of Liability

In consideration of the services of Greenwood Family YMCA Camp Greenwood Challenge Course, members, trustees, their agents, owners, officers, volunteers, participants, employees, independent contractors and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as YMCA), I hereby agree to release, indemnify, and discharge YMCA, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that my participation in ropes course activities entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.. YMCA programs are based on the **"challenge by choice"** principle. At any time you and/or your group are free to withdraw from participation in ropes course activities. **The risks include, among other things, the potential for:** slips, falls and falling, rope burns, pinches, scrapes, twists and jolts that could result in scratches, bruises, sprains, lacerations, fractures, concussions, or even more severe life threatening hazards. During an activity there may be contact with plants, animals or insects that could create hazards such as stings, allergies, and associated diseases. Furthermore, YMCA instructors have received extensive training and will work to protect the emotional and physical safety of myself and/or my child. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities, they might misjudge the weather.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA from any and all claims, demands, or causes of action, which are in any way connected with my participating in this activity or my use of YMCA equipment or facilities, including any such Claims which allege negligent acts or omissions of YMCA.
4. Should YMCA or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against YMCA, I agree to do solely in the state of South Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against YMCA on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

_____ Date of Birth: _____/_____/_____ Age:_____

Print (legibly) participant name

_____

Signature of Participant Date

_____

Address City State Zip Phone

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print "Minor's" name) being permitted by YMCA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless YMCA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participant by Minor.

_____ _____ _____

Parent or Guardian Signature Print Parent or Guardian Name Date