



**YMCA of Medicine Hat**  
**YMCA Downtown Branch**  
 150 Ash Avenue South East  
 Medicine Hat, AB, T1A 3A9  
 403.527.4426

**MEDICINE HAT FAMILY YMCA**

***Climbing Wall Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement***

**For parent/guardian**

I, \_\_\_\_\_, parent/guardian of

\_\_\_\_\_ have read and understand the inherent risks associated with my child’s participation in the YMCA or Medicine Hat Climbing Wall

**OR**

**Individuals**

I, \_\_\_\_\_ have read and understand the inherent risks associated with my participation in the YMCA or Medicine Hat Climbing Wall

Climbing is an assumed risk. Climbers must agree to follow all policies and procedures of the facility, including those out lined below and any communicated by the Medicine Hat Family YMCA Climbing staff and volunteers.

**Failure to follow all of the required policies and procedures may result in losing wall climbing privileges.**

1. Read all posted signs and warnings. Adhere to the instruction and recommendation of supervisory staff and volunteers.
2. Everyone using the climbing facility must have a valid waiver signed. If the participant is under 18, a parent or legal guardian must sign the waiver.
3. Anyone wishing to belay must pass a YMCA belay test.
4. **Children under 13 must be accompanied by a parent or guardian, unless in climbing class.**
5. Proper climbing commands must be used both before climbing and while on the wall.
6. Lead climbing is not allowed in the Medicine Hat Family YMCA climbing facility.
7. Please report the following immediately to Medicine Hat Family YMCA staff or volunteers: all accidents, any loose, spinning, or damaged holds; any damage to the facility or climbing equipment.
8. I will adhere to all the YMCA of Medicine Hat climbing rules and guidelines as posted in the climbing wall.
9. The Medicine Hat Family YMCA climbing staff and volunteers reserve the right to ask climbing patrons to leave the facility if their conduct is viewed as unsafe or inappropriate.

I have read and understand the above statements and agree to follow all Rules and Guidelines of the Medicine Hat Family YMCA Climbing Facility.

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY. (Participants under 18 years of age MUST have a parent or legal guardian sign this document)**

I have read and understood the information above for the safety and wellbeing of myself or members of my family.

\_\_\_\_\_  
 Print Name (Guardian / Parent if under 18)      Sign Name      Date



ASSUMPTION OF RISKS:

I am aware that the **sport of indoor climbing** has inherent risks, dangers and hazards including but **not limited to** the following: all manner of injury including death, resulting from falling off or from the area involved in climbing and/or impacting any horizontal or vertical surfaces, people or rope projections, whether permanently or temporarily in place, failure or improper use of the ropes, injuries as a result of improper use of the ropes including rope abrasion, entanglement, cuts and all other injuries resulting from the activity, failure of any part of the climbing wall including anchor systems, attachment points, harnesses, ropes, slings, and climbing headwear, injuries resulting from falling off the wall, falling climbers or dropped items. I freely accept and fully assume all such risks, dangers, and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom. I acknowledge that the option of using a floor anchor while belaying is strongly recommended and failure to use an anchor will expose me as a climber or belayer to increased injury.

RELEASE AND WAIVER OF LIABILITY

In consideration of the use of the climbing facility and the climbing equipment from the Medicine Hat Family YMCA, I acknowledge the following:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Medicine Hat Family YMCA climbing facility, its board of governors, directors, managers, officers, employees, volunteers, and representatives (all of whom are hereinafter collectively referred to as "The Releasees");

TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in climbing activities, due to any cause whatsoever. INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE Occupiers Liability Act of Alberta. It is my responsibility to ensure that I have adequate medical, personal health, dental and accident insurance coverage, as well as protection for my personal possessions.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injuries to, myself or any third party, resulting from my participation, or the participation or my child or legal charge, as appropriate in the activity of climbing;

I have the knowledge of the nature and extent of the risks involved in using the climbing facility. I am voluntarily assuming the risks involved and in so doing I fully understand that I will be solely responsible for any loss or damage I sustain, including loss or damage caused by injury to my person or property or my death howsoever caused and notwithstanding, that some may have been caused or contributed to by the negligence of or the breach of duty of care by the Medicine Hat Family YMCA prescribed by the Occupiers Liability Act of Alberta.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I am executing this release and waiver of liability agreement freely and voluntarily without any compulsion on the part of the Medicine Hat Family YMCA. I acknowledge having read this entire agreement AND that I have also read, understood and agree with the safety rules and guidelines of the Family YMCA of Medicine Hat climbing facility prior to signing this document.

\_\_\_\_\_  
Print Name (Guardian / Parent if under 18) Sign Name

\_\_\_\_\_  
Date



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I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Parents or legal guardians will assume personal liability for claims of their child or legal charge by completing this Agreement. Parents or legal guardians agree to hold the Releasees harmless from the claims of their child.

THIS AGREEMENT **MUST** BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE A PARTICIPANT MAY BEGIN THE PROGRAM.

I have read and understood the information above for the safety and wellbeing of myself or members of my family.

\_\_\_\_\_  
Print Name (Guardian / Parent if under 18) Sign Name

\_\_\_\_\_  
Date



**COVID 19 Waiver**

Last Updated: 05 | 2020

**Assumption of the Risk and Waiver of Liability Relating to SARS-CoV-2/COVID-19**

The novel coronavirus, SARS-CoV-2, more commonly known as COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious disease and is believed to spread mainly from person-to-person contact.

The YMCA of Medicine Hat has put in place extensive preventative measures to reduce the spread of COVID-19; however, the YMCA of Medicine Hat cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the YMCA of Medicine Hat programs, activities or childcare could increase your risk and your child(ren)'s risk of contracting COVID-19. By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and you child(ren) may be exposed to or infected by COVID-19 by attending the programs offered by and/or within YMCA of Medicine Hat facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You hereby voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to you or your child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your child(ren) may experience or incur in connection with your or your child(ren)'s attendance at the YMCA of Medicine Hat or participation in YMCA of Medicine Hat programming ("Claims").

In consideration of the foregoing and of the YMCA of Medicine Hat providing services and/or programming to the Undersigned (including to, or on behalf of, the child(ren) of the Undersigned), the Undersigned on his/her behalf of his/her children, acknowledges the above information and hereby releases, covenants not to sue, discharges, and holds harmless the YMCA of Medicine Hat, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. The Undersigned understands and agrees that this release includes any Claims based on the actions omissions, or negligence of the YMCA of Medicine Hat, its employees, agents, and representatives, whether a COVID-19 Infection, exposure or transmission occurs before, during, or after participation in any YMCA of Medicine Hat program.

\_\_\_\_\_  
Print Name (Guardian / Parent if under 18) Sign Name

\_\_\_\_\_  
Date