



**Acknowledgement of Risk,
Waiver and Release from Liability**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY.

YMCAs across Southwestern Ontario (“YMCA”)
**Leadership Challenge Course
Participant Waiver**

Participant name (print clearly)

(street)

(city, province, postal code)

DESCRIPTION OF RISKS

A challenge course is a series of carefully designed, interactive elements in which groups participate in planned challenges to discover and develop leadership, communication, trust and other skills in a safe, contained environment. For the purpose of this waiver, “Challenge Course” includes the challenge (high ropes) course, climbing wall, low ropes course, initiative challenge course and related activities and equipment. Challenge courses do not require special athletic ability or physical prowess. They are not competitions of endurance or strength. All activities at the YMCA Leadership Challenge Course are conducted on a strict “challenge by choice” policy. All staff at the YMCA Leadership Challenge Course are professionally trained and CUI Certified.

The risks and hazards of the Challenge Course include, but are not limited to:

- minor cuts and abrasions resulting from contact with equipment or other people;
- injuries resulting from a fall;
- injuries resulting from abrupt contact with fixed objects;
- anxiety or fear which may accompany activities at heights reaching 50 feet;
- close personal contact with other participants; and
- exposure to weather.

I am aware that there are physical risks and hazards inherent in my participation in the YMCA Leadership Challenge Course. Furthermore, I am aware:

- that injuries sustained in challenge courses can be severe and even fatal;
- that the rules posted for the challenge course are designed to enhance the safety of myself and others and are to be followed at all times; and
- that my risk of injury increases as I become fatigued.

RELEASE

I HEREBY ACKNOWLEDGE AND ASSUME ALL OF THE RISKS OF PARTICIPATING IN THIS Challenge Course. I acknowledge and agree that it is my responsibility to determine whether I am sufficiently fit and healthy to safely participate in the Challenge Course. I have no physical or medical condition that would endanger myself or others if I participate in the Challenge Course. I further acknowledge that the risks of participation include risks that may be the result of negligent acts, omissions, and/or carelessness of the Released Parties, as defined herein. I understand that I will be participating in the Challenge Course at my own risk, and that I am responsible for the risk of participation in the Challenge Course.

I understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs before, during and after the Challenge Course and I recognize that consumption of alcohol and/or drugs might impair my judgment and motor skills. I assume responsibility for any injury, loss or damage associated with my consumption of alcohol and/or drugs.

I WAIVE, RELEASE, AND FOREVER DISCHARGE the YMCA and its officers, directors, partners, board members, members, supervisors, insurers, agents, employees, volunteers, and other participants and representatives (individually and collectively, the "Released Parties"), from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or any nature, which I have or may have in the future, including court costs, attorneys' fees and litigation expenses (individually and collectively, the "Claims") that may arise out of, result from, or relate to my participation in the Challenge Course or my traveling to or from the Challenge Course, including my death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the Challenge Course site or elsewhere), and any Claims for medical or hospital expenses.

I FURTHER COVENANT AND AGREE NOT TO SUE any of the Released Parties for any of the Claims that I have waived, released, or discharged herein. I AGREE TO INDEMNIFY, DEFEND, and HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by me or other individuals or entities, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys' fees and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, my breach or failure to abide by any part of this Agreement.

I agree to read and abide by the Challenge Course rules.

I hereby consent to receive medical care and treatment that may be deemed advisable in the event of injury, accident or illness to me while participating in the Challenge Course. If necessary, I authorize the YMCA or any of its agents, employees, volunteers, affiliates and designees to consent to such medical care and treatment. I agree to be responsible and assume liability for any and all costs incurred as a result of my participation in the Challenge Course, not covered by my insurance, including but not limited to, medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties from all liability for such costs.

ACKNOWLEDGEMENT

I acknowledge that I do not have any medical conditions that would prevent participation in the challenge course.

I acknowledge that I have adequate health insurance to cover the costs of treatment in the event of any injury.

I acknowledge that I shall pay any attorney fees or costs incurred by the YMCA in enforcing this Agreement.

If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

I acknowledge that I have read this agreement and that I fully understand, appreciate and accept the physical risks associated with my participation in the YMCA Challenge Course. I hereby affirm that I am eighteen (18) years of age or older on the date of the Challenge Course participation and voluntarily sign this agreement.

Printed Name of Participant

Signature of Participant

Printed Name of Parent or Legal
Guardian of Participant

Signature of Parent or Legal
Guardian of Participant

Printed Name of Witness

Signature of Witness

Date