

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT
Camp Arroyo Climbing Wall/Ropes Course

Assumption of Risk I understand that participation in the Climbing Wall/Ropes Course ("Recreational Activity") and the use of YMCA of the East Bay ("YMCA"), Taylor Family Foundation ("TFF"), Pacific Leadership Institute ("PLI") and/or East Bay Regional Park District ("District") facilities and equipment carries inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid injury. The risks include but are not limited to falling off the climbing wall or ropes course, rope abrasion, rope entanglement, injuries resulting from fallen climbers or dropped items, equipment failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or failure of any part of the climbing wall structure or ropes course structure. These risks may result in injuries that include, but are not limited to cuts, eye injuries, blindness, broken bones, concussions, joint or back injuries, paralysis, and death, as well as damage or loss of personal property. I also understand that these risks and dangers might arise for a variety of reasons, including, but not limited to, actions, inaction or negligence of other parties, the YMCA, TFF, PLI or District. I further understand that there may be other risks and dangers that are not known to me or reasonably foreseeable at this time. **By my signature below, I acknowledge that participation in the Recreational Activity is voluntary and that I knowingly assume any and all risks, known and unknown.**

Waiver and Release of Liability In consideration of being permitted to participate in the Recreational Activity, I, for myself, my spouse, my child(ren), my heirs, personal representative, next of kin, and assigns, voluntarily agree to release, waive, discharge, and covenant not to sue the YMCA, TFF, PLI and District (collectively "Released Parties") and each of their officers, directors, agents, volunteers, and employees from any and all liabilities for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of the facilities and equipment (along with the use of transportation provided, arranged, or paid for by the Released Parties, including such transportation for medical treatment), whether occurring on or off the Released Parties' property, and whether such accident, illness, injury, death, wrongful death, or property damage/loss is caused by the negligence of the Released Parties (excepting gross negligence) or otherwise.

Indemnity Agreement In consideration of being permitted to participate in the Recreational Activity, I voluntarily agree to indemnify and hold harmless the Released Parties from any and all claims, demands, liabilities, causes of action, costs and expenses (including attorneys' fees) brought as a result of my participation in the Recreational Activity and/or use of the Released Parties' facilities and equipment (along with the use of transportation provided, arranged, or paid for by the Released Parties, including such transportation for medical treatment), whether caused by the negligence of the Released Parties (excepting gross negligence) or otherwise.

Severability I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

There is no specified minimum/maximum age for participants. Determination as to who can and cannot use the climbing wall and zipline will be made based on weight requirements of the harnesses and at the discretion of the staff and based on the requirement that the harness must fit participant securely.

Minor Participants If the Participant is under 18 years of age, the Participant's custodial parent or legal guardian must sign below, warranting that he or she is the Participant's custodial parent or legal guardian and agreeing to the terms and conditions of this Agreement on both his or her and the Participant's behalf. Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.

I have read this Agreement and understand that **I am giving up substantial rights by signing this Agreement and do so voluntarily and intend my signature to be a complete release of any and all liability of the Released Parties to the greatest extent allowed by law.** I also understand that this Agreement legally binding on me and my child, spouse, heirs, personal representatives, assigns, and next of kin.

Participant's Name

Date of Birth

Participant's Signature

Date

Parent/Guardian Signature (if participant is a Minor)

Date

Parent/Guardian Name (if participant is a Minor)

Camp Arroyo is owned and maintained by East Bay Regional Park District and is managed in partnership with The Taylor Family Foundation and YMCA of the East Bay.

