

## CAMP YALE WAIVER AND RELEASE OF LIABILITY

I HEREBY ACKNOWLEDGE AND AGREE the facilities of CAMP YALE, including, but not limited to, its ponds, campgrounds, hiking trails, cabins, picnic facilities, climbing tower and ropes course, have INHERENT RISKS. I have full knowledge of the nature and extent of the INHERENT RISKS associated with outdoor climbing and ropes course facilities, including but not limited to:

1. Injuries that might result from improper use of, or falling from the climbing tower or ropes course.
2. Rope abrasion, entanglement and other injuries resulting from activities on the ropes course.
3. The importance of helping to spot others and proper lookout for other climbers or participants on the ropes course.
4. Cuts and abrasions resulting from skin contact with the climbing tower or ropes course.
5. Failure of ropes, slings, bolts, cables, climbing hardware, anchor points, or any part of the climbing tower structure or ropes course.

I further acknowledge the above list is not inclusive of all possible risk associated with the use of CAMP YALE's facilities, its climbing tower or ropes course, and the above list in no way limits the extent or reach of this Waiver and Release of Liability. I agree as follows:

To waive and release any and all claims I have or may have in the future against CAMP YALE including, but not limited to, its owners, operators, employees, agents and representatives, as well as the designers, manufacturers or installers of the climbing tower or ropes course equipment for personal injury or property damage resulting from the use of their facilities, climbing tower or ropes course unless caused by the gross negligence of said individuals or entities. In the event a claim is brought against CAMP YALE by me or on my behalf that is covered by this Waiver and Release of Liability, I agree to be responsible for reasonable attorney fees and costs incurred by CAMP YALE with respect to said claims.

I agree to use CAMP YALE's facilities, climbing tower and/or ropes course in accordance with its established safety policies and procedures and agree to INDEMNIFY AND HOLD HARMLESS CAMP YALE its owners, operators, employees, agents and representatives, as well as the designers, manufacturers or installers of the climbing tower or ropes course equipment from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of CAMP YALE's facilities, climbing tower or ropes course, whether asserted by CAMP YALE or any third parties who may be injured on account of or in any way relating to CAMP YALE.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assignees in event of my death. If any provision of this waiver and release shall be held invalid, void or illegal, that provision shall in no way affect, impair or invalidate any of the other provisions and such other provisions shall remain in force and effect.

I certify I am at least eighteen (18) years of age and legally competent to sign this agreement. I certify I am in good health and I have no physical limitations, which would preclude my use of CAMP YALE's facilities, climbing tower or ropes course. I understand the terms of this Waiver and Release of Liability are legally binding. I have read this Waiver and Release of Liability carefully and am signing it of my own free will.

User's signature: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_ (Cell): \_\_\_\_\_

**IF USER IS UNDER THE AGE OF 18 YEARS OLD: A PARENT /LEGAL GUARDIAN MUST CONSENT:** I, as parent or legal guardian of the above minor, consent to the terms and conditions of this Waiver and Release of Liability.

**SIGNATURE OF PARENT/LEGAL GUARDIAN:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print name: \_\_\_\_\_ Phone where you can be reached: ( ) \_\_\_\_\_

**EMERGENCY CONTACT:** \_\_\_\_\_ **RELATIONSHIP:** \_\_\_\_\_

**PHONE:** ( ) \_\_\_\_\_