



YMCA of Medicine Hat

525 2nd ST SE
Medicine Hat, AB
T1A 0C5

Medicinehatymca.ca

MEDICINE HAT FAMILY YMCA

Multi-Activity Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

INDIVIDUALS

I, _____ have read and understand the inherent risks associated with my participation in the activities outlined in this Multi-Activity Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement at the YMCA of Medicine Hat.

FOR PARENTS/GUARDIANS

I, _____, parent/guardian of _____ have read and understand the inherent risks associated with my child's participation in the activities outlined in this Multi-Activity Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement at the YMCA of Medicine Hat.

Participation in activities at the YMCA of Medicine Hat is an assumed risk. Participants must agree to and follow all policies and procedures of the facility, including those outlined below and any communicated by YMCA of Medicine Hat staff and volunteers. Failure to follow all the required policies and procedures as outlined below, will result in losing continued participation in YMCA of Medicine Hat activities.

CLIMBING WALL:

1. Read all posted signs and warnings. Adhere to the instruction and recommendation of supervisory staff and volunteers.
2. Everyone using the climbing wall must have a valid waiver signed. If the participant is under 18, a parent or legal guardian must sign the waiver.
3. Anyone using the climbing wall and wishing to belay must pass a *YMCA of Medicine Hat Belay Test*.
4. Children under 13 years of age must be accompanied by a parent or guardian, unless participating in a YMCA of Medicine Hat climbing wall program and supervised by a YMCA of Medicine Hat staff member and/or volunteer.
5. Proper climbing commands must be used both before climbing and while on the wall.
6. Lead climbing is not allowed in the YMCA of Medicine Hat climbing wall.
7. Please report the following immediately to the YMCA of Medicine Hat staff or volunteers: all accidents, and 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 YMCA of Medicine Hat staff and volunteers reserve the right to ask climbing patrons to leave the facility if their conduct is viewed as unsafe or inappropriate.

YMCA EQUIPMENT ACTIVITIES, INCLUDING BUT NOT LIMITED TO; BOUNCY CASTLES, WIBIT, NERF, ETC.

1. I am familiar with the risk of serious injury and death which any participant using this equipment must assume.
2. I believe that I am physically, emotionally, and mentally able to participate in, with this equipment, and that any non-YMCA equipment is mechanically fit for my use in the program.
3. I understand that all applicable rules for participation must always be followed and that the sole responsibility for personal safety remains with me.



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4. I will immediately remove myself from participation and notify the nearest YMCA of Medicine Hat staff members and/or volunteers, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional, or mental fitness for continued participation in the program.
5. I agree to abide by the following rules and guidelines.
 - a. No party poppers or silly string to be used on YMCA of Medicine Hat equipment.
 - b. Children on the inflatable should be of a similar age and stature. Depending on the size of the unit, the supervisor should monitor the number of children allowed on at any one time.
 - c. Make sure that children remove shoes, eyewear, and any sharp objects, such as buckles, pens, knives, etc. before entering the inflatable or any other YMCA of Medicine Hat equipment.
 - d. No flipping, no "piling on", no wrestling, no horseplay of any type allowed on YMCA of Medicine Hat equipment.
 - e. Users will not climb on walls or netting.
 - f. Users will not play on the step/front apron, block access to other users to the entrance of a bouncer or play or access a partially inflated bouncer.
 - g. Only users who meet the necessary restrictions for that type of bouncer will be allowed access. For example, older children must not be allowed on units intended for toddlers and adults/older teens and/or children should not use units intended for children. Please refer to the manufacturer label posted on the bouncer.
 - h. Users will not block access to bouncer slides, climb up the slide the wrong way, overcrowd the slide, or slide down headfirst.

YMCA ACTIVITIES

Our team at The YMCA of Medicine Hat is dedicated to the safety of you and/or your child as they participate in our programs. Our programs are intended for your education and enjoyment. Although YMCA of Medicine Hat programs are conducted under the direction and supervision of the YMCA of Medicine Hat, participation is strictly voluntary.

YMCA of Medicine Hat activities can present risks, The YMCA of Medicine Hat depends on you to use your good judgment and reasonable care for your own safety and the safety of others. Please follow the directions of the program staff member carefully. If you have any questions, whatsoever, about your ability to safely follow any instruction you are given, please immediately alert a YMCA of Medicine Hat staff member and/or volunteer.

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

ASSUMPTION OF RISKS:

I UNDERSTAND AND AGREE on behalf of myself, my children, my heirs, assigns, personal representative and next of kin, that my participation and/or the participation of my children in this programme and equipment is voluntary and you assume all risks associated with the following activities that you and/or your children will be participating in.



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RELEASE AND WAIVER OF LIABILITY:

In consideration of the use of the various facilities and activities at the YMCA of Medicine Hat and all equipment contained therein, I acknowledge the following:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the YMCA of Medicine Hat climbing facility, bouncy houses, Wibit, and all other facilities therein, 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 all activities at the YMCA of Medicine Hat, 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 HARMELSS AND INDEMNIFY THE RELEASEES from any and all liability for the 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 activities identified above; I have the knowledge of the nature and extent of the risks involved as listed above. 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 however 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 YMCA of Medicine Hat 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.

YMCA OF MEDICINE HAT ACTIVITIES: I am aware that indoor climbing, bouncer activities, and food consumption has inherent risks, dangers, and hazards including, but **not limited to**, the following:

CLIMBING WALL: 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, injures 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.



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FOOD/DRINK CONSUMPTION: Physical injury and/or death, foodborne illness, contraction of viruses from other participants, allergic reactions, or other harm. You and you alone are solely responsible for taking proper care to limit your risk of injury or harm or yourself and/or your child.

EQUIPMENT: Physical injury, disability, death, compound, or aggravated injuries due to negligence or gross negligence, contraction of viruses from the participants or any other harm arising from the use of the equipment or participating in the YMCA of Medicine Hat program or staff/volunteers or other participants, loss or damage to person or property whether arising from the negligence, or negligent rescue or by the foregoing or otherwise. Understanding not to sue the RELEASEES for a loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me.

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

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

Witness Name Sign Name Date