

# Zach Gordon Youth Center – Climbing Wall Participation Assumption of Risk, Release and Indemnification Agreement



In consideration of my being permitted by the City and Borough of Juneau (hereinafter “CBJ”), through its Zach Gordon Youth Center (hereby known as ZGYC), to climb at its facilities and use its agreement, I agree to the following:

**I acknowledge there are** inherent risks in climbing activities. The following describes some, but not all, of those risks: Falling off of the artificial climbing structure, to the ground, on other users, or being fallen on by other users; abrasions from the walls, ropes, pads, or the floor; equipment failure; belaying failure; inattentive belayers; injuries or damages caused by other climbers; injuries caused by holds that have come loose; rope abrasions; entanglement; being injured by the misuse by myself or others of ropes, slings, harnesses, climbing holds, anchor points or any part of the climbing wall or by improper belaying, climbing or rappelling; risks associated with my failure or the failure of others to follow employee instruction or the failure to ask for information or assistance.

**Injuries from using** this facility could include, but are not limited to: bruising, sprains, broken bones or teeth, torn tendons and ligaments, head and/or spinal injuries, temporary or permanent disability and even death.

**I acknowledge that** I am responsible for the inspection and proper use of all equipment, such as ropes, carabiners, and harnesses. This applies to any equipment belonging to ZGYC that I may use. I agree to assume all risks associated with the use of any equipment, whether belonging to ZGYC or my own. I agree to pay attention to the state of the ropes in the gym and that of the anchors, and to advise gym staff if I do any damage or notice any damage. I agree to abide by all gym rules, and if gym staff makes a specific request of me, or gives an instruction to me, I agree to comply. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

**I understand that** ZGYC does not assume responsibility for the safety of my personal property while I am at the facility. I represent to ZGYC that there is no reason why I should not participate in activities at the Climbing Gym, such as any medical condition, which might affect my abilities to safely use the facility. I have had a full opportunity to inspect the facility, and to ask questions of staff regarding the activities. **I agree that it is my responsibility to climb within my climbing ability!**

## Waiver and Release:

By my signature below and in consideration of my use of the climbing facility and equipment, or the use by the minor for whom I sign below, I waive and release the CBJ, its employees, and its agents from all liability, loss, and/or damage claim or cause of action, known or unknown, including but not limited to physical or mental injury, property damage, and wrongful death, that I may have against the CBJ, its employees, and its agents, for any and all injuries, damages, or death incurred in relation to my use of the climbing facility and equipment, including those caused by the negligence of the CBJ, unless my injuries, damages or death is caused by the gross neglect of the CBJ or its employees or agents. **By signing this agreement, I intend to release the City from liability with respect to any damages or injuries caused by the unavoidable and inherent risks involved in the use of the climbing facility or equipment.** My signature below indicates that I have had sufficient opportunity to read this document and that I have read it, and that I understand it, and that I understand that it affects my legal rights, and the legal rights of any minor I am signing on behalf of, and I agree to be bound by these terms both for myself and as the legal guardian of the minor whose name appears below.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Male/Female (please circle)

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

Home Phone: \_\_\_\_\_ Work Phone(or parents phone) \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_

