



## Saratoga Regional YMCA – Outdoor Center Programs

### Awareness of Risk and Release from Liability

<b>Name:</b>	<b>Birth Date:</b>
<b>Address:</b>	<b>Home Telephone:</b>
<b>City, State, Zip:</b>	<b>Work Telephone:</b>
<b>Email Address:</b>	<b>Emergency Contact:</b>
<b>Emergency Contact Relationship:</b>	<b>Emergency Contact Number:</b>

### **PLEASE READ THIS FULL FORM CAREFULLY BEFORE SIGNING**

**GENERAL INFORMATION:** The Saratoga Regional YMCA Outdoor Center presents programs designed around focus areas such as camaraderie, communication, goal –setting, leadership, and problem –solving, to name a few. These programs provide for an exciting learning opportunity, and, by their nature can be physically and emotionally challenging. Physical participation may include, but is not limited to, standing, sitting, crouching, walking, stretching, throwing, jumping, running, lifting, climbing, swinging on ropes, using climbing harnesses and ropes, walking on uneven natural and/man made terrain, supporting others and being supported by others. Emotional participation may include, but is not limited to, sharing insights, thoughts, feelings, emotions and hearing the same from others.

Many activities involve physical exertion comparable to climbing a ladder and/or walking up a steep hill. Our ropes course programs may involve climbing 15’- 50’ above the ground (50’ would be the equivalent of an average 5-story building). When climbing and travelling on the ropes course individuals wear a helmet, harness, a “ISC Smart Snap” (and at designated times a Trac Pully) that keeps them locked into our safety system at all times. Throughout a program participants must follow activity instructions, remain in areas designated by staff, and refrain from behavior that is harmful to oneself or to others. If you have any doubt or question about whether or not it would be hazardous to your health to participate in adventure activities, please consult your physician.

**PARTICIPATION BY CHOICE:** It is ultimately up to each individual to make responsible decisions regarding their level of involvement. Participants need only participate as they are comfortable in doing, which includes the opportunity to choose to not participate. This can apply to any specific activity within a program, as well as a program in its entirety.

**AWARENESS OF RISK:** Although the Saratoga Regional YMCA takes pride in providing safe environments, equipment and programs, these activities are not without risk. Despite the use of protective measures such as planning, training, equipment, and safety procedures; accidents and failures can occur. We do not want to diminish the enthusiasm for this experience, but we do want all participants to know in advance that by participating in a program there is a risk of physical or emotional injury, disability, or death. Specific risks include, but are not limited to, rope burns, cuts and scrapes, bruises, broken bones, muscle strains, mental anguish, concussion or disabling head or spinal injuries.

All individuals in average health should be able to comfortably participate, but it shall be the individual’s responsibility to be sure they are in a healthy condition as activities within a program may require a more strenuous physical and emotional activity level than one may have been accustomed. In particular, participants who have preexisting spinal, heart conditions or are at risk for heart ailments should understand that participation might affect their condition. This activity is not recommended for women who are pregnant.

### **ADVENTURE COURSE RULES**

1. I will only participate if I am physically able and am not under the influence of alcohol or medication.
2. I will participate in “Ground School”.
3. I will follow instructions of the staff.
4. I will keep at least one of my safety lines attached to the main safety line at all times.

*CONTINUED ON THE NEXT PAGE...*

- 5. If I fall on the course, I will call for help and wait for a staff member to assist me.
- 6. I will not walk under the course; I will stay in the designated areas when I am on the ground.
- 7. I will wear appropriate footwear, NOT SANDALS of any kind.
- 8. Long hair must be tied back.
- 9. No clothing may be tied around the waist or otherwise be too loose that I could become caught on the equipment.
- 10. All participants should make a stop at the restroom before going through the course.

**BY SIGNING THIS DOCUMENT I AGREE TO THE FOLLOWING:**

**PARTICIPATION REQUIREMENTS:** I understand and certify that I am at least 7 years of age and weigh between 65 lbs. and 250 lbs. and I have the ability to be properly fitted to a harness or that I am the parent/guardian of a person under the age of 18 who fits the description in this section.

**PHOTO AND MEDIA:** I give permission for the Saratoga Regional YMCA to use, without limitation or obligation, photographs or other media (film, videotape, sound recordings) that may include me or my child’s image or voice to promote or interpret our Outdoor Center programs.

**MEDICAL TREATMENT:** I understand and agree that the Saratoga Regional YMCA does not have medical personnel or treatment available to participants beyond basic First Aid and C.P.R. skills. In the event of illness or injury or that I cannot respond, I hereby authorize and grant full permission to secure emergency medical treatment, surgical and hospital treatment and procedures, or other treatment to be performed by a licensed physician or hospital, when deemed immediately necessary or advisable by a physician to safeguard my health. I understand and agree that the Saratoga Regional YMCA makes no warranty and assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. Also, I will inform the staff person in charge about any special health conditions or medical needs I have, which may be affected by participation.

**PROPERTY LOSS:** I understand that the Saratoga Regional YMCA is not responsible for personal property lost, damaged or stolen while participating in an Outdoor Center Program.

**INSURANCE:** I understand it is my responsibility to provide for my own accident and health coverage while participating in any Saratoga Regional YMCA Outdoor Center program and I further understand that the Saratoga Regional YMCA does not provide coverage.

**ASSUMPTION OF RISK:** I am aware of and assume all risk associated with my participation in Saratoga Regional YMCA Outdoor Center programs.

**RELEASE FROM LIABILITY:** I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless the Saratoga Regional YMCA, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), with respect to any and all injury, disability, death, or loss or damage to person or property; whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

**ACKNOWLEDGEMENT:** I have read, understood, and accepted the terms of this document. I further understand that if any part of this document is determined to be unlawful in the State of New York, the remaining parts will still apply.

X	
(Participant’s Signature)	Date

**Parent/Guardians of participants under the age of 18 (or participant unable to enter into a binding agreement)**

Signing this certifies that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above for all the Releasees, and , for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the releases from any and all liabilities that arise from my minor child’s involvement or participation in these programs as provided above, even if arising from the negligence of the releases, to the fullest extent permitted by law. In addition, I hereby assume any damages that my result from a suit that may arise when the participant becomes of legal age.

X	
(Parent/Guardian’s Signature)	Date

