



## LIABILITY WAIVER AND RELEASE

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

YMCA of the Pikes Peak Region is pleased to host you at Camp Shady Brook ("Camp"). Camp Staff attempt to take every safety precaution to provide proper instruction and necessary information so that our guests may enjoy the activities we and/or your event host ("**Group**": \_\_\_\_\_) offer as safely as possible. During your stay with us, you may have the opportunity to partake in a variety of outdoor and other activities, including without limitation hiking, fishing, swimming, riflery, archery, tomahawk, ropes course, and in any others (the "**Activities**"). This Release of Liability is made by and between YMCA, including its owners, agents, independent contractors, and employees, (collectively, "**YMCA**") and any guest shown at the bottom of this document, including his/her heirs, assigns, and legal representatives (collectively, "**Guest**"). In return for the use, today and in the future, of Camp facilities, and services, Guest hereby expressly agrees to the following:

**GUEST UNDERSTANDS, ACKNOWLEDGES AND KNOWINGLY AND VOLUNTARILY ASSUMES THE RISKS, HAZARDS, AND DANGERS OF PARTICIPATING IN THE ACTIVITIES AT THE CAMP, INCLUDING (Please initial *each* item):**

- 1.** \_\_\_\_\_ Risks present in an outdoor environment, including travel in front country and backcountry wilderness terrain, both on and off trail. There may exist areas where objects, hazards and other dangerous latent (hidden) conditions on the land are not visible or marked, and trails are not groomed, maintained, or controlled. Weather, environmental, and surface and subsurface conditions can be unpredictable and dangerous. Potential dangers present on Camp property may also include, but are not limited to, injuries caused by weapons and firearms, fishing gear, axes, recreational equipment, rope climbing, water activities, ranch utility vehicles, and horses.
- 2.** \_\_\_\_\_ The risk and danger of injury or death inherent in the use of vehicles, equipment, and gear provided to Guest by Camp, or used in its operation. These risks include falling, being struck, colliding with objects or people, experiencing vehicle capsize or collision, reacting to high altitudes or experiencing other problems. Guest's use of campfire pits may result in burns, smoke inhalation, or serious injury.
- 3.** \_\_\_\_\_ Guest may act in a negligent, careless, or otherwise improper manner, such as not acting within his or her ability, which may in turn cause injury to other persons. Guest may be unable to safely engage in a certain activity.
- 4.** \_\_\_\_\_ For target sports activities: Guest may have an opportunity to use specialized, but hazardous, equipment as part of a Camp activity. Using target sports equipment including tomahawks, bows and arrows, and knives involves inherent risks of injury, including but not limited to the risk of negligence by Guest or other guests, which may cause injury or serious harm, or even death. Guest freely assumes these risks. Guest may not use any target sports equipment until he or she has received adequate instructions and warnings from Camp Staff, and Guest agrees that Guest has received those instructions and warnings. If Guest is a minor, he or she will only use Camp equipment with the permission of Camp staff.
- 5.** \_\_\_\_\_ For water activities: Guest may have an opportunity to engage in activities involving the water, and must attend orientation from Camp Staff prior to use. Guest must notify Camp staff if he or she is unable to swim, must wear a life vest at all times, and must never be near the water without a certified lifeguard being present. Guest may seriously injure themselves by swimming; there is a risk of Guest drowning, developing ear infections, pulled muscles, or pneumonia. There may be obstacles and hidden objects near the water area or in the lake itself.
- 6.** \_\_\_\_\_ For ropes course and rock climbing: Guest may have an opportunity to use the Camp ropes course or go rock climbing or rappelling, and must attend orientation from Camp Staff prior to use to receive instructions and warnings. The ropes course includes a climbing wall, 200 foot zipline, suspension bridges, tree top trails, canopy walkways, etc.. Some of the high rope elements are 20-30 feet in the air. Rock climbing and rappelling may be located on artificial structures or on natural elements and boulders which may become dislodged, unstable, or fall. Climbing or rappelling gear may fail and result in serious injury, death, rope burns, or falling from a height.



7. \_\_\_\_\_ For horse-related activities: A separate liability release and waiver is required for horse-related activities. Guest acknowledges that the above-mentioned risks are not complete and that there are other risks, hazards, and dangers associated with the Activities, which may be unknown or unanticipated.

GUEST FURTHER RELEASES FROM ANY AND ALL LEGAL LIABILITY, AND AGREES NOT TO SUE, CLAIM AGAINST, ATTACH THE PROPERTY OF, OR PROSECUTE, AND FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS YMCA with respect to any and all claims, actions, causes of action, liabilities, suits, and expenses (including costs and attorney fees), including claims for NEGLIGENCE OF ANY KIND OR NATURE, whether foreseen or unforeseen, arising directly or indirectly out of Guest's participation in the Activities at the Camp. GUEST HAS CAREFULLY READ, VOLUNTARILY SIGNS, AND CLEARLY UNDERSTANDS THAT THIS IS RELEASING YMCA FROM ANY LEGAL LIABILITY. GUEST ALSO UNDERSTANDS THAT ANY AND ALL RISKS, HAZARDS, AND DANGERS, INCLUDING THOSE MENTIONED HEREIN, AND GUEST'S AGREEMENT TO RELEASE YMCA OF LEGAL LIABILITY INCLUDES ANY MINOR CHILDREN ON WHOSE BEHALF THIS DOCUMENT IS SIGNED.

**Warranty of Physical Fitness.** Guest warrants that he or she is physically fit and in a condition that will allow Guest to participate in the Group's event at the Camp. Guest understands YMCA is relying upon this representation.

**Medical Consent, Release, and Indemnification.** Guest understands the Group is responsible for providing medical services. The Camp will attempt to contact Guest's emergency contact, but if they cannot be reached, Guest authorizes YMCA to arrange for emergency medical services. Guest authorizes any medical provider to rely on this document as authority to treat Guest as appropriate and to bill Guest directly for the costs thereof. Guest waives and releases any claim of liability against YMCA arising out of the authorizing of medical treatment under this agreement.

**Camp Rules.** Guest has reviewed, and agrees to comply with the Camp Rules posted on the YMCA's website.

**Photography and Video Release.** YMCA shall have the right to take photograph, record, video tape and/or utilize Guest's image, voice, picture, name, or other reproduction ("**Media**") specifically for use in YMCA marketing materials and on social media. To the fullest extent allowed by law, Guest hereby waives all rights of publicity and privacy in the use of his or her name and likeness, and Guest grants the YMCA permission to copyright, use, and publish (including by electronic means) his or her name and likeness, in whole or in part, in any form and for any purpose. If Guest does not consent, initial here: \_\_\_\_\_

**Governing Law and Venue.** This Release of Liability and all other aspects of Guest's relationship with YMCA shall be governed by the laws of the State of Colorado. Guest further agrees that any and all claims arising out of or related to this Activity Release and Consent shall be filed exclusively in El Paso County, Colorado, without regard to conflict of law principles. Guest has read this Release of Liability in its entirety and has executed it willfully.

**CHILD/GUEST NAME:** \_\_\_\_\_ **BIRTH DATE:** \_\_/\_\_/\_\_

\_\_\_\_\_  
Date                      Signature of Guest if over 18

\_\_\_\_\_  
Date                      Signature of Parent or Guardian for Minor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Disability or Religious Accommodation Requested: \_\_\_\_\_

Dietary Restrictions: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone: \_\_\_\_\_

Physician Name: \_\_\_\_\_ Physician Phone: \_\_\_\_\_