

YMCA OF GREATER HOUSTON AREA
PARTICIPATION AGREEMENT
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
(PLEASE READ BEFORE SIGNING)

WHEREAS, THE UNDERSIGNED (herein referred to as "Applicant") wishes to be accepted for participation in a Challenge Course Experience to be organized and conducted by the YMCA of Greater Houston Area (herein referred to as "YMCA"); and in consideration of YMCA's action in allowing the Applicant to voluntarily participate in such program; and in consideration of, and as part payment for the right to participate in such program and the services arranged for the Applicant by the YMCA, its affiliates, agents, servants, employees, volunteers, officers, and directors (collectively, the "Released Parties"):

Applicant acknowledges that the Challenge Course Experience involves certain inherent risks and that during said Challenge Course Experience, certain dangers may occur. These include, but are not limited to, potentially dangerous surface and subsurface land conditions or hazards, depending on other people and the potential for another participant or observer to act negligently, being at various heights (ground to 50 ft.), accident or illness in remote places without nearby medical facilities, the potential for a medical emergency when medical treatment may be several hours away, exposure to the elements and forces of nature, including temperature extremes and inclement weather, and travel by air, train, boat, automobile, or other conveyance. Applicant further acknowledges that Camp Cullen does not have medical staff on the premises. Applicant recognizes that these risks may also include loss or damage to personal property, physical or psychological damage and/or injury, not excluding fatality due to accidents which may occur, including accidents resulting from this Challenge Course Experience or other type of outdoor activities. **Applicant further acknowledges that the above delineated inherent risks are provided only as a non-exclusive list of examples and do not in any way limit the Applicant's waiver, release, and indemnification of the Released Parties.**

Applicant has and does hereby assume all the above risks and any and all other risks incidental to the nature of the Challenge Course Experience regardless of whether those risks are foreseeable, and will hold the Released Parties harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever, whether for bodily injury, property damage, death, or loss otherwise, whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties, or otherwise to the fullest extent permitted by law, arising from, or alleged to have arisen from, Applicant's presence, observation, or participation at or in the Challenge Course Experience, and/or the presence, observation, or participation of any family member, dependent, or guest, including any minors, accompanying Applicant in any YMCA activities. In addition, Applicant agrees to indemnify, hold harmless, assume liability for, and defend the Released Parties, as stated above, from any and all costs and expenses, including, but not limited to, reasonable attorneys' fees; judgments; court costs; actual, punitive, and special damages; and all other sums which the Released Parties may pay or become obligated to pay arising from, or alleged to have arisen from, the Applicant's presence, observation, or participation at or in the Challenge Course Experience, and/or the presence, observation, or participation of any family member, dependent, or guest, including any minors, accompanying Applicant in any YMCA activities whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties. Applicant also acknowledges that the YMCA does not provide accident, injury, illness, disability, or life insurance covering Applicant or any family member, dependent, or guest, including any minors, accompanying Applicant.

Applicant warrants that Applicant understands that the Challenge Course Experience may require extreme physical exertion and that Applicant is completely healthy, both physically and emotionally, and capable of participating in this Challenge Course Experience. Applicant further certifies that Applicant has listed on the Health Statement Form any medical condition that the YMCA should be aware of which may hinder or limit Applicant's participation in the Challenge Course Experience. **Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not participate in the Challenge Course Experience.**

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this Participation Agreement, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, during the course of the Challenge Course Experience. Applicant fully understands that Applicant's physical activity involves risk of injury and that Applicant's participation in the Challenge Course Experience is **entirely voluntary**. Applicant further states that the Applicant has read and understood this Participation Agreement. Applicant enters into this Participation Agreement and takes full responsibility for Applicant's decision to participate or not participate and agrees to follow all safety instructions.

NAME OF APPLICANT (PLEASE PRINT)

SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

DATE