



PARTICIPANT AGREEMENT

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, AND AGREEMENT

In consideration of the opportunity to participate in **activities, including higher-risk activities, of YMCA of Honolulu**, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as YMCA), I (and **on behalf of myself, my spouse, children, parents, heirs, assigns, personal representatives, and estate**) hereby agree as follows:

1. I am 18 years of age or older, or the legal guardian of the person covered by this Participant Assumption of Risk, Waiver of Liability, Release, and Agreement (Agreement) who is under the age of 18 years.
2. I acknowledge and understand that all YMCA activities are based on the "challenge by choice" principle. At any time I am free to withdraw from participation in any and all YMCA activities.
3. I acknowledge and understand that YMCA instructors have difficult jobs to perform. Instructors seek safety, but they are not infallible.
4. I acknowledge and understand that my participation in all YMCA activities involves extreme physical and mental challenges, some of which are meant to physically and mentally test a person's endurance, capabilities, and limits. I hereby acknowledge and agree that I have no physical or mental infirmities that would restrict or jeopardize my participation in YMCA activities, and I am in good health physically and mentally. Any limitations are noted below, and I agree to verbally inform the Camp Staff of any such limitations upon arrival.

5. I acknowledge and understand that regardless of my good health, my participation in all YMCA activities (including without limitation, kayaking, hiking, swimming, snorkeling, skateboarding, skating, aerobics, weightlifting, racquetball, tennis, basketball, football, baseball, soccer, volleyball, and other sporting and running games, and including higher-risk YMCA activities noted below) entails known and unanticipated risks to myself, to property, or to third parties, which could result in: physical or emotional injury; paralysis; death; slips, falls, and collisions; scrapes, scratches, cuts, bruises, sprains, lacerations, fractures, concussions, and more severe life threatening head, body, or brain injuries; drowning or near-drowning; changing and unpredictable weather variations and currents; overexposure to sun, wind, and other natural environments, including plants; equipment failure and misuse; interaction with marine life and other animals and creatures, including bees, sea urchins, coral, fish, and sharks; stings, bites, allergic reactions, and resulting diseases; wet surfaces, loose or uneven terrain, both natural and man-made. In addition to the foregoing, certain higher-risk YMCA activities may involve:

ARCHERY: shooting a bow and arrow at a target; being shot or injured by errant arrows; falling on or running into an arrow; puncturing of clothing, skin, eyes, and other items; splintering of an arrow

ALPINE TOWER, ODYSSEY COURSE &/OR CLIMBING WALL: use of ropes, harnesses, pulleys, and other equipment over a challenge course; rope burns; sliding down ropes, climbing obstacles, and being suspended at significant heights

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the YMCA activities, and that no amount of care, caution, or expertise can eliminate the inherent dangers of YMCA activities, which include accident, injury, death, and damage.

6. I expressly agree and assume all of the risks existing in all YMCA activities. My participation is purely voluntary, and I elect to participate in spite of the risks.
7. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA from any and all claims, demands, damages, or causes of action, which are in any way connected with my participation in any and all YMCA activities or my use of YMCA equipment or facilities, including any claims alleging negligent acts or omissions of YMCA. I expressly agree not to sue, assert, or otherwise maintain or assert any claim against YMCA in connection with the foregoing.
8. I certify that I have adequate insurance to cover any accident, injury, death, and damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
9. I consent to receive medical treatment, including first aid and emergency transport, in the event of accident, injury, or illness. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA from any claims, demands, damages, or causes of action related in any way to first aid and emergency transport service or treatment.
10. This Agreement shall be constructed broadly to the maximum extent allowed by law, and shall be governed and enforced according to Hawaii law in Hawaii courts. Should YMCA be required to enforce this Agreement, I agree to indemnify and hold YMCA harmless from any and all attorneys' fees and costs related thereto. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms. I understand that I am giving up rights by signing this document, and that I am doing so freely and voluntarily, without any inducement or assurance of any nature. I understand and agree that facsimile and electronic signatures are fully enforceable.

Last Name:	First Name:	Signature & Date:	
Mailing Address:	City:	State:	Zip:
Home Phone:	Cell Phone:	Email:	

PARENT'S OR LEGAL GUARDIAN'S CONSENT

(Must be completed for participants under the age of 18)

I have read and understood the above, have considered its effects on _____
(print minor's name)("Minor"). I hereby agree, on behalf of myself and Minor, to the terms as stated in this document. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **YMCA** pursuant to the foregoing.

Parent/Guardian First & Last Name:	Parent/Guardian Signature & Date:
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NOTES/LIMITATIONS: