

YMCA OF METROPOLITAN MILWAUKEE, INC.
CAMP Minikani
Release and Waiver of Liability and Indemnity Agreement

I am aware and understand that participating in the climbing wall/ropes course, involves a potential risk of physical injury and I understand that the programs are physically demanding and potentially dangerous. I agree and hereby state that I am sole responsible for my own participation and for my own physical and emotional well-being. I am aware and understand that all of the program activities are strictly voluntary and it is my own choice to participate in each program actively to whatever degree I deem appropriate, after due consideration of my own physical health, physical abilities and medical condition. I further state that in choosing to participate I am not under the influence of any chemical substance including alcohol. I willingly and knowingly assume for myself, my heirs, family members, executors, administrators and assigns all risk of physical injury and emotional upset which may occur during or after participating in any aspect of the program and hereby agree to hold YMCA of Metropolitan Milwaukee/Camp Minikani, its employees, its instructors, facilitators and agents harmless for any liability arising out of my participation in the program. Should YMCA of Metropolitan Milwaukee/Camp Minikani or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify (to shift the responsibility for payment of damages to someone else) and hold YMCA Camp Minikani harmless for all such fees and costs. This release does not, however, apply to any physical injury or emotional harm caused by negligence or willful misconduct of YMCA of Metropolitan Milwaukee/Camp Minikani, its employees, its instructors, facilitators and agents.

The undersigned expressly agrees that the forgoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has had sufficient opportunity to read this entire document and understand the terms of the agreement. The undersigned voluntarily signs this release and waiver of liability and indemnity agreement, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

Participants Name (please print)

*Participants signature

Date

(*if participant is under 18 , their parent or guardian must also sign below)

Parent/Guardian signature

Date

In case of emergency please notify: Name _____

Relationship _____ Phone (____) _____

School/Group Name: _____