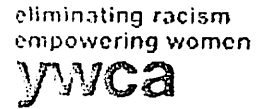


YWCA OF LUBBOCK CLIMBING WALL



CONSENT, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I understand and agree that the exercise and activity opportunities offered by the YWCA of Lubbock (hereafter YWCA), both at their permanent facilities and on their Portable Climbing Wall, allow a person to engage in various exercise and/or physical activities potentially beneficial to one's health and well being.

However, I recognize and understand that there are inherent risks or various physical and mental conditions, illnesses, and/or injuries associated with a) engaging in any exercise or physical activity, b) the use of the YWCA Portable Climbing Wall, and/or c) the use of YWCA facilities. I recognize and understand such risks include any type of physical injuries, physical and mental conditions and/or illness, including (but not limited to) sprains, broken bones, concussions, lacerations, abnormal blood pressure, heart beat disorders, fainting, shortness of breath, chest pain, strokes, heart attack, or even death.

I hereby agree and consent to voluntarily engage in any and all exercise and physical activity opportunities, supervised or unsupervised, through the YWCA, to voluntarily use the YWCA's Portable Climbing Wall, and to voluntarily use the YWCA's facilities at my own risk and with full knowledge and appreciation of any and all dangers and risks inherent therein.

I hereby assume full responsibility for any and all risks of any bodily injury, illness, death, and/or property damage or loss suffered by me.

I hereby release, waive, and forever discharge and/or covenant not to sue the YWCA and/or any of its affiliates and successors, directors, officers, agents, servants, volunteers, and/or their employees for any and all loss, liability, damage, or cost and/or claim or demands of any type, known or unknown, on account or of in anyway related to any illness, condition, and/or injury to my person or property, or which may result in my death.

I hereby agree to indemnify and hold harmless the YWCA, and/or any of its affiliates and successors, directors, officers, agents, servants, and/or their employees for any and all loss, liability, damage or cost of any type which they may incur as a result of or related to any illness, condition, and/or injury to my person or property or as a result of my death, and/or as a result of engaging in any exercise and activity opportunities through the YWCA by using YWCA equipment, the YWCA Portable Climbing Wall, and/or use of YWCA facilities.

I further hereby acknowledge the existence of, the need for, and my understanding of, certain rules and regulations concerning the use of the YWCA's equipment, Portable Climbing Wall, facilities, and other procedures related to activities at the YWCA. I, therefore, agree to abide by any and all such rules adopted by the YWCA.

I hereby acknowledge that I have read the preceding prior to signing and understand that I am executing a consent, release, waiver of liability, and indemnity agreement.

Participant Name (Print): _____ Date: _____

Participant Signature: _____

Phone: _____ Email: _____

Emergency Contact Name: _____ Email: _____

IF PARTICIPANT IS YOUNGER THAN 18 YEARS OLD, GUARDIAN MUST COMPLETE AND SIGN

Guardian Name (Print): _____ Date: _____

Guardian Signature: _____

Phone: _____ Email: _____