SKAGWAY HEALTH, FITNESS, AND FAMILY RECREATION CENTER (SRC) MEMBERSHIP AND CLIMBING WALL:



ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

& RELEASE AND INDEMNITY AGREEMENT

All participants must fill out and sign this document (PRINT LEGIBLY)

For participants under 18 vrs. of age, participant and parent(s) or guardian(s) must sign below

Skagway Community: Health, Fitness & Family Recreation Center (SRC)

Phone: (907) 983-2679, Fax: (907) 983-3202

PLEASE READ BOTH SIDES CAREFULLY AND SIGN

Last Name		First Name	Date o	of Birth
Mailing Address	City		State	Zip
E-mail:	Phone Number: _	Work Place/Phone:		
FAMILY MEMBERSHIPS APPLY TO SPOUSE/PAR 1				
2	DOB:	5		DOB:
3	DOB:	6		DOB:
Please circle one:	JUST VISITING	SEASONAL RES	SIDENT YEAR	ROUND CITIZEN
MEDICATIONS:				
ALLERGIES:				
EMERGENCY CONTACT: Name: Phone:				

Please read this Acknowledgment and Assumption of Risks and Release and Indemnity Agreement, including Introduction and Conclusion (the "Document") carefully before signing. This Document informs you about your responsibilities and assumption of risks, and includes a release of liability, indemnification and surrender of certain legal rights. Parent(s) or Legal Guardian(s) (hereafter collectively "parent(s)") of any participating minor (hereafter sometimes "minor" or "child") shall sign this Agreement. Participating minors (those under the age of 18) shall also sign. "I," "me" or other first person references shall include both the parent and the minor, unless the context requires otherwise. References to "participant" include both minor and adult participants.

The Skagway Rec. Center (SRC), reserves the right to terminate or suspend the membership or privileges of any member who fails to comply with the membership rules or whose conduct is determined to be improper or contrary to the best interest of the SRC.

All members must pay before utilizing the facility. (See: Fee structure for details). Extended memberships must be paid in full unless approved by director.

The Skagway Recreation Center has the right to close on all major holidays. Due to the limited staff, the SRC also reserves the right to limit hours and/or close for sick leave, travel and training and staff vacation time. The Skagway Recreation Center will inform members of any schedule changes as soon as possible. The schedule changes on a monthly basis, so please pay attention to these changes.

I am aware that I can only freeze my membership for a minimum of 1 month and a maximum of 3 months unless I present the staff with a notarized medical release from a practicing physician. I am also aware that I can freeze my membership ONE TIME, and one time only during a 6 or 12-month term. I am aware that the SRC will add this time- period on to the end of my current expiration date, which will create my new expiration date. I am also aware that if the reason for this freeze is medical, I need a letter from my physician stating I am of sound health to return to my exercise program. I also understand that if I have a family membership and choose to use the freeze agreement, this will apply to all members of the family. If family members come during the time of the freeze, they will need to pay for their use of the center.

I understand that I will not receive a refund of any kind after investing into a 1 or 3-month membership. Persons investing in a 6-month or a 1-year membership have the option to recover a percentage of the remaining amount of money, of the membership, due to a permanent move or an illness that would prohibit them from using the SRC again. Reimbursement will begin upon the day the person calls the staff to let them know of the situation. The membership may not be backdated under any circumstance. Refunds are handled through the Municipal office.

The SRC & staff are not responsible for replacing or repairing your lost, damaged or stolen property. Lost items will be placed in a lost and found box for a limited amount of time. The staff can assist to help locate the lost item.

In consideration of the services of Skagway Recreation Center, its agents, owners, officers, employees, representatives and all other persons or entities associated with it (hereafter collectively "The Skagway" participant, including parent(s) of minor participants, agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

By signing this document, you use the facility at your own risk and waive the legal right to sue. Exercise involves many inherent risks, dangers and hazards, including but not limited to: the failure to work out safely or within one's own ability or within designated area; using equipment without proper knowledge or understanding of it's use; negligence of other people exercising; negligence on the part of SRC and staff, etc. By signing this document, you freely accept and fully assume all such risks, dangers, hazards and the possibility of personal injury, death, property damage or loss. Engaging in climbing activities at The Skagway Recreation Center indoor rock-climbing facility involves serious risks. These activities vary but can include bouldering, climbing, belaying and rappelling on the The Skagway Recreation Center artificial climbing walls, with or without The Skagway Recreation Center staff present. I (and my parent(s), if I am a minor) acknowledge that participating in climbing activities involves risks. Some risks are inherent in these activities and cannot be eliminated or reduced. A variety of other risks also exists. These inherent and other risks, hazards and dangers can cause injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to participant or others. The following describes some, but not all of those risks, hazards and dangers:

1.) Risks involved in physical activity. Activities vary, but can include lifting, climbing, rappelling, belaying and sustained use of a participant's arms and legs.

- Risks in decision-making. Participants must make judgments and decisions as they participate in climbing activities. Therefore, too, The Skagway Recreation Center staff must make judgments and decisions as they teach climbing skills or assist participants. These judgments and decisions are, by their nature, imprecise and subject to error. Consequently, there are risks involved in decision-making and conduct, including, without limitation, the risk that a staff member may misjudge a participant's abilities or fitness level.
- Equipment failure or misuse. Equipment used includes, without limitation, artificial climbing holds and anchor points, ropes, slings, harnesses, climbing shoes and climbing hardware which may be misused, or which can break, fail or malfunction. This includes participant's personal equipment or equipment rented or borrowed from Skagway Rec. Center.
- Risks regarding conduct. The potential that I, other participants or third parties (e.g. belayer, rescue squad, hospital) may act carelessly or recklessly or generally fail to exercise care.
- Such other risks, hazards and dangers associated with rock climbing activities and the use of artificial rock climbing walls.

These and other risks, hazards and dangers may result in participants (for example): 1) falling partway or falling to the ground, 2) getting entangled in ropes or other equipment, 3) impacting the rock face, anchor points, or other projections, 4) colliding with or impacting objects or people. These and other circumstances may cause fractures, sprains, broken bones, concussions, cuts or abrasions, or other injury or illness, mental or emotional trauma, paralysis, disability or death.

I understand that the above list is not complete and that other unknown or unanticipated risks, hazards and dangers may result in injury, damage, death or other loss. I acknowledge that participating in these activities requires a special degree of skill and knowledge different from other activities and that I have responsibilities as a participant. I have no mental or physical problems or limitations that might compromise or affect my ability to participate in climbing activities which have not been disclosed to The Skagway Recreation Center I represent I am fully capable of participating in these activities without causing harm to me or others and I agree to follow all The Skagway Recreation Center rules and regulations. I acknowledge that The Skagway Recreation Center staff is, and have been available, should I have further questions about the nature and physical demands of these activities and the risks, hazards and dangers associated with these activities. I understand that the presence of The Skagway Recreation Center personnel is absolutely no assurance of my safety or the lessening of any of these risks. Climbing is dangerous! In both supervised and unsupervised activities, I acknowledge that all participants are responsible for their own safety. My participation in these activities is purely voluntary, and I choose to participate in spite of and with knowledge of the risks. Therefore, I (and my parent(s), if I am a minor) assume and accept full responsibility for those risks identified here and for those risks not identified, and for injury, damage, death or other loss suffered by me resulting from those risks, or resulting from my own negligence or other conduct.

RELEASE AND INDEMNITY AGREEMENT

Please read carefully. This section contains a Release and Indemnity Agreement and surrender of certain legal rights.

Participant, if he/she is an adult, or parent(s), for themselves and on behalf of their participating minor child:

- Agree to release and covenant not to sue The Skagway Recreation Center, with respect to all claims, liabilities, suits or expenses (including attorneys fees and costs), arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in The Skagway Recreation Center activities, or use of Vertical World's climbing wall or other equipment and facilities. I understand I agree here to waive all claims I may have against The Skagway Recreation Center, and agree that neither I, nor anyone acting on my behalf, will make a claim or file a lawsuit of any kind against Vertical World, as a result of any injury, damage, death or other loss suffered by me or my child;
- Agree to defend and indemnify ("indemnify" meaning protect by reimbursement or payment) The Skagway Recreation Center with respect to all claims, liabilities, suits or expenses (including attorney's fees & costs):
 - (a) brought by or on behalf of me, my child, or a family member, arising out of any injury, damage, death or other loss to me or my child in any way connected with my/my child's enrollment or participation in The Skagway Recreation Center activities, or use of The Skagway Recreation Center climbing wall or other equipment and facilities; or,
 - (b) brought by a co-participant or any other person, arising out of any injury, damage, death or other loss claimed to be caused, in whole or in part, by my/my child's conduct in the course of participating in The Skagway Recreation Center activities or using The Skagway Recreation Center climbing wall or other equipment and facilities.

This Release and Indemnity Agreement includes any losses claimed to be caused, in whole or in part, by the negligence of The Skagway Recreation Center (but not it's gross negligence or reckless misconduct) and includes claims for personal injury, property damage, wrongful death, products liability, breach of contract or otherwise.

CONCLUSION

I agree that this Document and all other aspects of my relationship with The Skagway Recreation Center are governed by Alaska state law. Further, any mediation, suit, or other proceeding arising out of or relating to my enrollment or participation in The Skagway Recreation Center activities, must be filed or entered into only in the State of Alaska and Alaska state law shall apply. I agree to attempt to settle any dispute (that cannot be settled by discussion) through mediation before a mutually acceptable mediator. I authorize The Skagway Recreation Center staff to obtain or provide medical care for me/my child or to transport me/my child to a medical facility. I authorize medical personnel to render such treatment they deem necessary for me/my child's health. I agree that The Skagway Recreation Center has no responsibility for medical care provided to me/my child and I agree to pay all costs associated with such medical care and transportation. Any portion of this Document deemed unlawful or unenforceable shall not affect the enforceability of the remaining provisions of this Document and the remaining provisions shall continue in full force and effect.

I have carefully read, understand and voluntarily sign this Document and acknowledge that it shall be effective and binding upon me and my family and my heirs, executors, representatives and estate. Accepted by:_ DATE Participant Signature Print Name Here Staff Parent(s) or Guardian(s) must sign below for any participating minor (those under 18 years of age) and agree that they are subject to all the terms of this Document, as set forth above. Accepted by:_ DATE Parent or Guardian Signature Print name here Staff FOR OFFICE USE ONLY: MEMBERSHIP TYPE: Cash or Checks, payable to the "The Skagway". No credit card option at this time. Individual: Start Date: Family: **End Date:** Senior 65+: / 20 TO / 20 Reason for freeze? Child -5: Daily Belay Check fee: \$ Date: Weekly: Locker Rentals: Total Amount Paid: 1 month: 1-month: exp 3 month: 3-month exp Method of Payment: 6 month: 6-month

exp: