

# YMCA of THE EAST BAY

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Required for all Memberships, Programs and Events

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA of the East Bay, herein after referred to as the YMCA, (or for my children to so participate) for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, regardless of location, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program or event. It is further warranted that such entry into the YMCA or other non-YMCA venue for observation or use of any facilities or equipment or participation in such affiliated program or event constitutes an acknowledgement that such premises and all facilities and equipment therein and such affiliated program or event have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned, and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM OR EVENT AFFILIATED WITH THE YMCA, REGARDLESS OF LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN LISTED ON THIS WAIVER, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his or her personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the undersigned or such children, whether caused by the negligence of the releasees or otherwise while the undersigned or such children are in, upon or about the premises or any facilities or equipment therein or participating in any program or event affiliated with the YMCA, regardless of location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program or event affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY LOSS OR DAMAGE to the undersigned or such children due to the negligence of releasees or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment therein or participating in any program or event affiliated with the YMCA, regardless of location.
4. THE UNDERSIGNED HEREBY GIVES PERMISSION for the YMCA of the East Bay, or any of its branches, to use any photographs or video footage taken of the undersigned and/or the undersigned's children participating in YMCA of the East Bay activities in future YMCA promotional materials, without additional release or authorization.
5. I authorize YMCA staff or their agents to administer First Aid, CPR or AED to myself or my authorized child named below in the event of an emergency. In the event I cannot be reached, or if I am unresponsive due to my own medical emergency, I authorize the YMCA to seek medical care for myself and children listed below and hereby give permission to the attending physician to order X-rays, routine tests and provide any other medically appropriate treatment.
6. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California 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 READ AND VOLUNTARILY SIGNS THE 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.

### I HAVE READ AND UNDERSTAND THIS RELEASE.

#### Adult Participant

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Print Name of Adult Participant

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

– OR –

#### If Participant is a Minor:

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Print Name of Parent/Guardian

Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name(s) of Child(ren) in Program:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY