

South Sound YMCA

Release & Waiver of Liability & Indemnity Agreement

Member #:

IN CONSIDERATION of being permitted to utilize all facilities, premises, services, programs and activities of the YMCA (or for my children to do so) for any purpose, including, but not limited to observation or use of facilities, premises or equipment, or participation in any off-site program or activity affiliated with the YMCA, the undersigned, for himself/herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he/she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program or activity. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program or activity constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program or activity 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.

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

First Name:

THE UNDERSIGNED ON HIS/HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof; its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all 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 death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program or activity affiliated with the YMCA.

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, premises or equipment of the YMCA or participating in any program or activity affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to 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 thereon or participating in any program or activity affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

If participation in the YMCA Nationwide Membership Program is applicable, THE UNDERSIGNED ADDITIONALLY AGREES TO RELEASE the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law .

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.

Last Name:

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE WHICH ADDITIONALLY APPLIES TO ALL FUTURE INTERACTIONS WITH THE YMCA.

Signature (Parent/Guardian if under 18)

Date

PRINTED Name