

SANTA MARIA VALLEY YMCA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted to utilize the facilities, services and programs of the YMCA for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off –site programs, affiliated with the YMCA, the undersigned, for himself or herself 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. 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 constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program 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.

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 AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. The undersigned hereby releases, waives, discharges and covenants not to sue the YMCA, its directors, officers, employees and agents (hereinafter referred to as “releases”) from all liability to the undersigned, 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 death of the undersigned, whether caused in whole or in part by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
2. The undersigned hereby agrees to defend indemnity and save and hold harmless the releases and each of them from any loss, liability, damage or cost they may incur, including attorneys’ fees and cost of suit due to the presence of the undersigned 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 affiliated with the YMCA whether caused by the negligence of the releases or otherwise.
3. The undersigned hereby acknowledges and agree that any use of the facilities, services, equipment and premises and any participation in programs and activities comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

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 this release and agree to these terms.

Signature of Adult #1

Signature of Adult #2

Print Name

Print Name

Date

Date

Emergency Contact Number (if different)