

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENTS:

The signee on his or her behalf and behalf of mentioned family members accepts certain risks, which accompany participation in exercise or sports activities and understand that before undertaking such that I should consult a physician.

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) for any purposes including, but not limited to observation or use of the facilities of equipment, or participation in any off-site program affiliated with the YMCA, the signee, for himself or herself and such participating family members and any personal representatives, heirs, and next of kin **HEREBY AGREES TO THE FOLLOWING:**

THE SIGNEE, ON HIS OR HER BEHALF AND BEHALF OF SUCH FAMILY MEMBERS, 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 signee or such family members and all his 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 signee or such family members whether caused by the negligence of the releasees or otherwise while the signee or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

THE SIGNEE 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 signee or such family members in, upon or about the YMCA premises to 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 releasees or otherwise.

THE SIGNEE HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the signee or such family members due to negligence of release 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 participation in any program affiliated with the YMCA.

THE SIGNEE 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 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 SIGNEE HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statement or inducement apart from the foregoing written agreement have been made.

OFFICE USE ONLY

Member ID # _____

Membership Code _____