

First Name: _____ Last Name: _____

FOR OFC USE ONLY

ENTERED:

Adult Participant Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING ANDERSON AREA YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR

Assumption of Risk

I acknowledge and agree that any use of **ANDERSON AREA YMCA** facilities, services, equipment and premises (“Facilities”) and any participation in programs and activities (“Programs”) 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 including, without limitation, COVID-19. 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.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that **ANDERSON AREA YMCA**, its officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

Participant Signature

Participant Name (Print Clearly)

Date

Date of Birth

OVER

FIRST NAME: _____ LAST NAME: _____

Photo Release

I hereby agree that the YMCA may photograph or capture footage of me or members of my household at the YMCA or on any affiliated YMCA property and the YMCA may use those **photographs or footage for its marketing purposes and further agree to release to both the** YMCA and releases from claim or liability related to that use; waiving all claims for myself, my household, my child and any heirs or next of kin.

IF I CHOOSE NOT TO BE PHOTOGRAPHED, VIDEOTAPED OR IN OTHER RECORDED MEDIA, IT IS MY RESPONSIBILITY TO INFORM THE PHOTOGRAPHER AND/OR REMOVE MYSELF FROM THE PICTURE.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

SIGNATURE: _____

DATE: _____