

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

EFFECTIVE FEBRUARY 2022

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in YMCA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of the North (hereinafter referred to as YMCA) and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in YMCA activities involves known and unanticipated risks, which could result in physical or emotional injury, illness, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries resulting from falls or contact with other participants; death or brain damage as a result of drowning or near drowning in pools or other bodies of water; medical conditions resulting from physical activity or exposure to infectious diseases such as COVID-19. Releasees are not responsible for lost, stolen or damaged clothing or other property. I understand such risks can't be eliminated, despite the use of safety and security equipment and protocols, increased cleaning, masking and physical distancing, without jeopardizing essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. I /my child's participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that conditions are unsafe or that I or my child are unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state apply.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from all claims, demands, or causes of action, which are in any way connected with my/my child's participation in these activities, or our use of equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct or conduct that constitutes greater than ordinary negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I represent that I have adequate insurance to cover any injury, illness or damage I or my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury, illness or damage myself. I further represent that I/my child have no medical or physical conditions that could interfere with our safety in these activities, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PARENT/GUARDIAN AUTHORIZATION SECTION — TRANSPORTATION/MEDICAL

1. In the event that I/my child need immediate medical attention for injuries or illness that may occur while participating in a YMCA program, I authorize the YMCA staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a health care facility for emergency services as needed. I understand that until COVID-19 or other subsequent illnesses are fully eliminated, I may be asked to quarantine myself or my family and may be asked to leave a program early if I display symptom of illness such as COVID-19.
2. If applicable, I give permission for myself and/or my child to be transported by the YMCA as needed for field trips, inclement weather, or late pick up. I also give my permission for myself/my child to participate in all walking activities and field trips.
3. I hereby acknowledge that the YMCA will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at the YMCA that indicates otherwise.
4. I agree to the release of any records necessary for treatment, referral, billing, infectious disease tracking, or insurance purposes. The YMCA receives medical information on campers/participants that may need to be shared with medical providers, insurance carriers, or other governmental agencies as required.
5. If my child or I require use and administration of an epi-pen, prescription or over the counter medication, it is my responsibility to ensure that the epi-pen and medication are on my child or me or within our personal belongings every day of the program. If YMCA staff is required to administer and use the epi-pen and/or medication, I agree to forever release and discharge the YMCA and its directors, officers, and employees from all liability arising out of or resulting from use or administration of the epi-pen and/or medication.
6. I agree to take personal responsibility for myself and my family while participating in this program. Personal responsibility may include but not be limited to; following all infectious disease protocols as defined by WDH, MDH and CDC; safety and security protocols, and all other protocols as trained or stated during participation.

WILDERNESS TRIPS AND PARTICIPATION

I give permission for myself or my child to enter Canada or other International location as designated by participation in the program. I also understand that I/my child will need to bring our passport with if the trip involves international travel.

Nothing in this Acknowledgement and Assumption of Risks and Release and Indemnity Agreement shall be interpreted as the participant and parent releasing the YMCA and the Releasees from liability for injuries, damage, death, or other loss to participant or others that may occur within the Jurisdiction of the National Park Service and is caused by YMCA negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to the YMCA judgments and decisions, or YMCA failure to take reasonable precautions to ensure it provides defect-free equipment.

GENERAL

1. I hereby release all pictures of myself or my child taken by the YMCA for promotional purposes and programming materials including the YMCA website.
2. I give my permission for the YMCA to administer sunscreen as needed and to change my child's diaper while my child is in their care if applicable.
3. I acknowledge that certain sections of this waiver may not apply to me and/or my child and the programs or activities that we have chosen but agree to be bound by any applicable language.

By signing this document, I agree that if I or my child is hurt or our property is damaged during participation in these activities, then I or my child may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. In addition, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if the YMCA did not utilize waivers as a method to lower insurance and administrative costs. I have read and understood this document and I agree to be bound by its terms.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____