

YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS

Name of Minor(s) _____

I, the undersigned parent/person having legal custody/guardianship of the above said minor, give permission for the minor to participate in all YMCA programs. The minor is physically able and mentally prepared to participate in all activities as described in the announcement for the program.

In consideration of said minor being permitted to enter any branch of the YMCA of San Diego County ("YMCA") for observation, use of facilities and/or equipment, or participation of the above in any program, I, on behalf of myself (as parent, guardian, coach, aide, spectator or participant) hereby:

- 1. Acknowledge that (i) I have read this document, (ii) I have inspected the YMCA facilities and equipment, (iii) I accept them as being safe and reasonably suited for the purposes intended and (iv) I voluntarily sign this document.
- 2. Except for YMCA's gross negligence or willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me or the above said minor, for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I agree that the above said minor assumes full responsibility for, and risk of, bodily injury, death or property damage except caused or due to the gross negligence or willful misconduct of the YMCA.
- 3. I agree not to sue Releasees for any loss, damage, injury or death described above and except for YMCA's gross negligence or willful misconduct, I will indemnify, protect, defend and hold harmless the YMCA and its Releasees from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the YMCA membership, use of YMCA facilities and/or participation in YMCA programs by me, the above said minor or any other person. If any action or proceeding is brought against YMCA by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to YMCA and YMCA shall cooperate with me in such defense. YMCA need not have first paid any such claim in order to be defended or indemnified.
- 4. I do hereby authorize the YMCA as agent for the undersigned, to consent with respect to said minor, to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care which is deemed advisable by, and is to be rendered under general or special supervision of, any physician and surgeon licensed under the provisions of the California Medical Practice Act on the medical staff of any hospital, whether such diagnosis or treatment is rendered at the office of the physician or at the hospital. I understand that the YMCA is not responsible for costs incurred for medical care.

I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect.

Parent/Legal Guardian Signature _____ Date _____

YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR ADULTS

Name of Adult(s) _____

In consideration of being permitted to enter the YMCA for any purpose including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned hereby agrees to the following:

- 1. I acknowledge that (i) I have read this document, (ii) I have inspected the YMCA facilities and equipment, (iii) I accept them as being safe and reasonably suited for the purpose intended and (iv) I voluntarily sign this document.
- 2. Except for YMCA's gross negligence or willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I assume full responsibility for, and risk of, bodily injury, death or property damage except if caused or due to the gross negligence or willful misconduct of the YMCA.
- 3. I agree not to sue Releasees for any loss, damage, injury or death described above and except for YMCA's gross negligence or willful misconduct, I will indemnify, protect, defend and hold harmless the YMCA and its Releasees from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the YMCA membership, use of YMCA facilities and/or participation in YMCA programs by me, or any other person. If any action or proceeding is brought against YMCA by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to YMCA and YMCA shall cooperate with me in such defense. YMCA need not have first paid any such claim in order to be defended or indemnified.
- 4. I assume full responsibility for, and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise.

I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect.

Adult Name (print) _____ Adult Signature _____ Date _____

Adult Name (print) _____ Adult Signature _____ Date _____

Waiver/Consent

I, _____ give my permission to the YMCA of San Diego County (YMCA) to use my picture or other likeness, or a picture or other likeness of any of my children, specifically, _____, in the YMCA's general publicity and campaign materials.

Signature _____ Date _____