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The Wenatchee Valley YMCA (“YMCA”) is committed to serving a broad cross-section of people in Chelan and Douglas Counties, but retains the right to deny or revoke a membership, or decline to permit participation, attendance or observation by any person, at its sole discretion. I acknowledge and understand that the YMCA is not responsible for personal property, lost, damaged, or stolen while using the YMCA facilities or participating in YMCA programs. I hereby give permission for myself and any child on whose behalf I am executing this document (“my participating child”) for the YMCA to use, without limitation or obligation, photographs or other media that may include my or my child’s image or voice to promote or interpret YMCA programs. I hereby acknowledge and represent that I, and/or my participating child, am in physically sound condition. I understand that the participation in aerobics and other exercise, weight training, recreational sports, and use of pools, steam rooms and fitness equipment carries potential risk of injuries, accident or illness; that periodic health evaluations by medical personnel are advisable; and that the YMCA does not provide any accident or health insurance for its members, guests or participants and further understand it is my responsibility to provide such coverage. I agree to abide by YMCA policies and procedures.

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 program affiliated with the YMCA (“affiliated program”), I, for myself, my participating child, and on behalf of my personal representatives, heirs, and assigns, hereby acknowledge, agree and represent as follows:

- that I have, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or any affiliated program.
- that my or my participating child’s entry into the YMCA for observation or use of any property, facilities, services, staff, classes, activities, equipment or participation in any affiliated program of the YMCA constitutes an acknowledgement that I have inspected and carefully considered such property, facilities, services, staff, activities, equipment and any affiliated program and that I find and accept same as being safe and reasonably suited for the purpose of such observation, use or participation by me or my participating child.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER YMCA FACILITIES FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO, OBSERVATION OR USE OF THE PROPERTY, FACILITIES, SERVICES, STAFF, ACTIVITIES, EQUIPMENT OR PARTICIPATION IN ANY AFFILIATED PROGRAM, I, FOR MYSELF, AND ON BEHALF OF MY PARTICIPATING CHILD, AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND ASSIGNS, HEREBY AGREE TO THE FOLLOWING:

1. **WAIVER AND RELEASE:** I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as “Releasees”) from and for all liability to me, my child, my personal representatives, heirs and assigns for any loss, damage, and claims of whatsoever nature, on account of personal injury, accident, illness, death and property loss WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE, occurring while I or my participating child am in, upon, or about the premises, property, facilities, equipment or while participating in activities, classes, services, or an affiliated program.

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2. **INSURANCE:** I understand that Releasees may or may not maintain any insurance policy covering any circumstance arising from my/my participating child's observation or use of any property, facilities, services, staff, classes, activities, equipment or participation in any affiliated program of the YMCA. As such, I am aware that I should review my personal insurance coverage to determine its adequacy for the activities that I or my participating child will be undertaking.
3. **INDEMNITY:** I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, actions, suits, expenses, damages, costs or claims of whatsoever nature, including attorneys' fees, that they may incur due to my presence and that of my child, in, upon or about the YMCA premises, whether due to observation, or participation in, or use of the property, facilities, services, staff, classes, activities, equipment or participation in any affiliated program, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.**
4. **ASSUMPTION OF RISK:** I acknowledge that the use or observation of the YMCA property, facilities, services, staff, classes, activities, equipment or participation in any affiliated program carries with it certain inherent risks, and involves situations, environments and activities that may lead to personal injuries, accidents, illness, or property damage. Inherent risks are those which cannot be eliminated without destroying the unique character of the activities. The specific risks vary from one activity to another, and the following describes some, but not all of the risks: (a) minor injuries such as scratches, bruises, sprains, and embarrassment, (b) major injuries such as joint and back injuries, broken bones, heart attacks, head injuries and psychological trauma, (c) catastrophic injuries including paralysis, permanent trauma and death. **I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY OR PSYCHOLOGICAL INJURY OF ANY KIND, DEATH OR PROPERTY DAMAGE to me or my participating child WHETHER DUE TO NEGLIGENCE OF RELEASEES OR OTHERWISE** while in, about, or upon the premises of the YMCA and while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA. I warrant and represent that I know of no medical reason why I or my participating child should not observe, participate in or use the YMCA property, facilities, services, staff, classes, activities, equipment or any affiliated program.

I further expressly agree 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 Washington. I have considered that if this **RELEASE, WAIVER AND INDEMNITY AGREEMENT** was not as broad as it is, the cost for use, observation or participation would be considerably higher, and I do not wish to pay or have imposed on the use, a considerably higher cost. **I WAIVE THE RIGHT TO BARGAIN FOR DIFFERENT WAIVER OF LIABILITY TERMS.** If any portion hereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I, FOR MYSELF, MY CHILD, (AND ON BEHALF OF HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS) AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I INTEND BY MY SIGNATURE THAT THIS BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature and Printed Name of Applicant/Parent: _____

Date and Printed Names of Participating Child(ren): _____