

Release and Waiver of Liability and Indemnity Agreement

Signature is **REQUIRED** for participation in YMCA programs. Read and sign below.

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) 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, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement those premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children. In further consideration of being permitted to enter 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, the undersigned hereby agrees to the following:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children 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 undersigned or such children whether caused by the negligence of The releases or otherwise while the undersigned 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.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any, loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon, or about the YMCA premises or 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 releases or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releases 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 participating in any program affiliated with the YMCA.

The undersigned gives permission to the Wilmington Family YMCA for this registrant to appear in photographs, videotapes, or other media, etc., associated with YMCA programs. The undersigned agrees to abide by the Program Refund Policy. Refunds will be made in the form of program credits unless otherwise approved and requests for refunds must be made in writing prior to the program start date. Late fees are non-refundable.

The Wilmington Family YMCA is founded on Christian principles and values and prohibits inappropriate behavior, conduct, and materials. This includes, but is not limited to, profanity or abusive language, attire, smoking, use of alcohol or drugs, weapons, fireworks, pornography, the removal or misuse of YMCA property, or criminal conduct of any type. **Such inappropriate behavior, conduct, or materials is unacceptable and the YMCA consequently retains the right to deny memberships and program participation to its applicants and to revoke a membership of any current member or participant at its sole discretion.** Pets are not allowed at YMCA facilities or off-site program locations. All program participants, guests, and members who are minors are not allowed to leave YMCA property unless accompanied by a relative or pre-authorized guardian. Some programs require personal equipment not supplied by the YMCA. **Further, the undersigned will at all times display the YMCA values of Honesty, Respect, Caring, and Responsibility and encourage the efforts of all players, coaches, spectators and referees in a positive manner.** The undersigned understands the Y mission in offering this program: *to build strong kids, strong families, and strong communities.*

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

Signature of Applicant/Parent: **X** _____

Date: _____

Signature of Child in Program: **X** _____

Date: _____