



YMCA of the Foothills
Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION for being permitted to utilize the facilities, services, equipment and participation in any on-site and off-site programs affiliated with the YMCA (or for my children so participate) including virtual online programs for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any on-site or 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 (hereinafter referred to as “the undersigned”) 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 and/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 acknowledgment that such 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 ON-SITE OR 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 COVENANTS NOT TO SUE the YMCA, it’s directors, officers, employees, volunteers and agents (hereinafter referred to as “releasees”) from all liability to the undersigned or such children and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demands on account of injury to, or an illness or the death of the person or property damage or resulting in the illness, exposure to communicable disease, virus , COVID-19 or death of the undersigned or such children whether caused by the negligence, active or passive, of the releasees 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 on-site or off-site program affiliated with the YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the releasees 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 on-site or off-site program affiliated with the YMCA.
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, active or passive, of releasees 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 on-site, off-site and virtual online programs affiliated with the YMCA.
4. THE UNDERSIGNED FURTHER ACKNOWLEDGES AND AGREES , due to the nature of the facilities, services, and programs offered by the YMCA, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the YMCA and acknowledges use thereof by the undersigned and/or such participating children may, despite the YMCA’s reasonable efforts to mitigate such dangers, result in exposure to communicable disease, virus or COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.
5. THE UNDERSIGNED HEREBY AGREES THAT BY PARTICIPATING IN THE YMCA NATIONWIDE MEMBERSHIP PROGRAM, they release the National Council of Young Men’s Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of the YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

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THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California 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 AND VOLUNTARIY 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. The undersigned further represents that he/she has legal custodian and guardianship rights with respects to the child on whose behalf this release is executed and signs it for said child under the express authority.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

First Name	Last Name	Date of Birth
Signature of Applicant /Legal Guardian		Date
Street Address		
City	State	Zip Code
Phone Number	E-mail address	

Name(s) of Child(ren) in Facilities, Services AND/OR Programs		
First Name	Last Name	Date of Birth – Month, Day, Year
First Name	Last Name	Date of Birth – Month, Day, Year
First Name	Last Name	Date of Birth – Month, Day, Year
First Name	Last Name	Date of Birth – Month, Day, Year