

Marion Family YMCA Release and Waiver of Liability, Indemnity and Code of Conduct 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, the undersigned, for himself or herself 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 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. 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 HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, 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, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. _____ **Initials**

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned 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 releasees or otherwise. _____ **Initials**

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee 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 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 Ohio 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 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. _____ **Initials**

4. We/I give our/my consent to be photographed, videotaped and/or filmed while participating in any "Y" activity and or program for the resulting, photos, etc. to be used by the "Y" activity and/or program under the above mentioned conditions. _____ **Initials**

5. In consideration for being allowed to participate in exercise programs and activities of the Marion Family YMCA, THE UNDERSIGNED HEREBY AGREES to assume the risk of such exercise and inherent dangers from exercise and use of the equipment. THE UNDERSIGNED HEREBY AGREES to release the Marion Family YMCA and its staff members from any and all claims, suits, losses, or related causes of action for damages related to my, or my child's, exercise program and hold them harmless from anything arising there from. It is highly recommended you check with your Dr. before starting any exercise program _____ **Initials**

Termination Of Members - Issues to Be Aware Of

1. There is a basic right that individuals have to associate with groups. But as long as it does not discriminate on the basis of race, sex, religion or ethnicity, the YMCA is not a government body so it has certain rights to limit members.

2. If a member:

- a. Appears to be taking actions or doing things that are contrary to the Y's mission (a former child abuser surveying children in a locker room or a steam room where he/she does not belong on several occasions) would be contrary to the Y's Mission, or
- b. Appears to be involved in criminal acts or,
- c. Is acting in ways that disrupts the YMCA's operations,

Then he/she may be terminated as a member.

3. The Marion Family YMCA checks sex offender lists, and persons we're aware of as being on such lists are not allowed to be members or guests.

I HAVE READ AND UNDERSTAND THE WAIVER OF LIABILITY, INDEMNITY AGREEMENT RELEASE, THE TERMINATION POLICY and the CODE OF CONDUCT.

Signature _____ **Date** _____

2nd Adult _____ **Date** _____