

Marion Family YMCA (the "Y") Release, Waiver and Indemnity Agreement as of June 1, 2020

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE THE Y SERVICES (HEREBY DEFINED AS ALL FACILITIES SERVICES AND PROGRAMS OF THE Y, INCLUDING BUT NOT LIMITED TO, EXERCISE EQUIPMENT AT THE Y, MY OR MY CHILDREN'S SPORTS AND/OR EXERCISE PROGRAMS, ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE Y, AND CHILDCARE SERVICES PROVIDED BY THE Y) I, ON BEHALF OF MYSELF, EACH OF MY MINOR CHILDREN AND ANY OF MY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, HEREBY ACKNOWLEDGE, AND REPRESENT THAT I AGREE TO THE FOLLOWING

1. I HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE the Y, its directors, officers, employees, volunteers and agents (hereinafter referred to as "the Y Releasees") from all liability to me or to my minor children, my personal representatives, assigns, heirs, and next of kin for any loss, liability, damage, and any claim or demands (each, a "Claim" and collectively, the "Claims") therefore on account of injury to me or my property or resulting in my or my minor child's illness or death, whether caused directly or indirectly by the negligence of the Y Releasees or otherwise while I am or my minor child is in, upon, or about the Y premises or utilizing any of the Y Services.
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Y Releasees and each of them from any Claim due to my or my minor child's presence in, upon or about the Y premises or utilization of any of the Y Services, whether such loss, liability, damage or cost is caused directly or indirectly by the negligence of the Y Releasees or otherwise.
3. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE to myself or to my minor child due to negligence of the Y Releasees or otherwise while I am or my minor child is in, about or upon the premises of the Y and/or while I or my minor child are utilizing any of the Y Services.
4. I further expressly agree that this 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, I agree that the balance of this agreement shall, notwithstanding, continue in full legal force and effect.
5. In consideration for being allowed to utilize the Y Services, and as a condition to such utilization, I agree that I and my minor child will to remain, at all times relevant to the Y Services, in full compliance with any and all health and safety rules, regulations and procedures put into place by the Y and all relevant county, state and federal entities, including those related to communicable diseases such as COVID-19 (all such rules, regulations and procedures, the "Health and Safety Rules"). I hereby agree to indemnify, save and hold harmless, and release the Y Releasees from any and all Claims related to my or my minor child's failure to comply with the Health and Safety Rules.
6. In consideration for being allowed to utilize the Y Services, and as a condition to such utilization, I acknowledge and agree that: (a) I have had a right and opportunity to inspect the Y facilities in full, (b) I am solely responsible for deciding whether to pursue any program offered by the Y and whether to consult with my physician prior to such pursuit, (c) I am solely responsible for monitoring my and/or my minor child's condition throughout the utilization of any Y Services. I further represent that I and my minor child: (a) will only utilize appropriately credentialed Y staff members as personal trainers or personal coaches on the Y premises and (b) have no physical condition which would prevent safe engagement in a Y exercise program and (c) assume any and all risk associated with the utilization of the Y Services.

IN SIGNING THIS FORM, I AFFIRM THAT I HAVE READ AND UNDERSTAND THIS FORM IN FULL AND ACKNOWLEDGE THAT I AM VOLUNTARILY WAIVING, RELEASING, INDEMNIFYING AND DISCHARGING THE Y RELEASEES (AS DEFINED ABOVE) FROM ALL CLAIMS. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THIS WRITTEN AGREEMENT HAVE BEEN MADE. I AM LEGALLY CAPABLE OF BINDING MYSELF AND/OR MY MINOR CHILDREN.

Signature/Date: _____