

Email

RELEASE AND WAIVER OF LEGAL LIABILITY

Waynesboro Area YMCA 810 E Main Street, Waynesboro, PA 17268 717-762-6012 www.waynesboroymca.org

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the "Release"). You individually and/or on behalf of any minor child under your supervision during the course of your rental, release the Waynesboro Area YMCA Inc., its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "YMCA"). You agree that this Release is effective immediately. This is important to you and/or any minor children accompanying you, so do not sign until you have had your questions answered. You provide this Release freely, and without duress under the following terms:

- 1) GENERAL RELEASE: I hereby agree for myself and/or any minor children accompanying me and our respective heirs, assigns and legal representatives, to indemnify, defend and hold YMCA and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants ("Releases") harmless from any and all claim and causes of
- action of any nature for any and all personal injury or illness, including death, which may occur to me and/or any children accompanying me or which may be aggravated during or by any activity during the course of the rental and any activities in which I have decide to allow myself and/or any children accompanying me to engage. I further waive any and all claims or causes of action, which I and/or any children accompanying me may now or hereafter have against Releases which may at any time arise as a result of any act or thing occurring in or arising out of my participation and/or any children accompanying me. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of Pennsylvania and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
- 2) ASSUMPTION OF RISK: I, individually and/or on behalf of any minor child accompanying me, expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from my YMCA activities. You assume the risks: I, individually and on behalf of any minor children accompanying me, understand that YMCA activities are strenuous and dangerous and should be engaged in only by persons in good health. I understand that I should consult a physician before myself and/or any children accompanying me participate. Once you sign, you are saying that you understand the risks involved and accept all of the risks.
- 3) MEDICAL RELEASE: I, individually and/or on behalf of any minor children accompanying me, further hereby release YMCA from any claim whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me in connection with any injury that arises from activities at YMCA. A) I take full responsibility for my and any children accompanying me(s) welfare and safety on or at YMCA activities. B) I hereby give permission for emergency medical treatment to be administered as deemed appropriate.
- 4) INSURANCE: YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE. You should understand that the YMCA does not carry insurance to cover injuries and losses that may befall you.

Revised 3/29/2022

5) TURF TUNNEL participants: I hereby certify that I have read and am familiar with the Turf Tunnel Rules and Regulations and will comply with conditions set forth therein

Name of Participant

Name of Parent/Legal Guardian (ONLY if participant is a minor)

Signature of Participant or Parent/Legal Guardian (if participant is a minor)

Today's Date

Home Address

Phone

HAVING READ. UNDERSTOOD. AND AGREED WITH THESE TERMS, I HAVE EXECUTED THIS RELEASE.