YMCA of Greater Charlotte

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA of Greater Charlotte (hereinafter referred to as "YMCA") and/or any participation in any program affiliated with the YMCA, without respect to location, I, for myself and any personal representatives, heirs, and next of kin, hereby acknowledge and agree to the following while at the YMCA, regardless of location:

1. I HAVE, OR IMMEDATELY UPON ENTERING OR PARTICIPATING WILL INSPECT AND CAREFLLY CONSIDER YMCA PREMISES, FACILITIES AND/OR THE AFFLIATED PROGRAM and entering constitutes an acknowledgement that I find and accept them as being safe and reasonably suited for the purpose of observation, use, or participation.
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") and each of them from any loss, liability, damage, or cost that I may incur due to my/my child's presence, 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.
3. I ACKNOWLEDGE THAT PARTICIPATING IN YMCA ACTIVITIES INVOLVES KNOWN AND UNANTICIPATED RISKS WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS OR PERMANENT DISABILITY, DEATH, AND PROPERTY DAMAGE. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE or loss while in, about, or upon the premises of the YMCA or location of a program affiliated with the YMCA and release, waive, and covenant not to sue the releasees. Risks include, but are not limited to, broken bones, torn ligaments, or other injuries as a result of falls or contact with participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical emergencies resulting from physical activity; and damaged, lost or stolen property. I understand such risks cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
4. I HEREBY AGREE THAT MY/MY CHILD'S PARTICIPATION IN THESE ACTIVITIES IS VOLUNTARY AND WE ELECT TO PARTICIPATE DESPITE THE RISKS. If at anytime I believe that event conditions are unsafe or that I or my child is unable to participate due to physical/mental conditions, I will immediately discontinue participation.
5. I REPRESENT THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I OR MY CHILD MAY SUFFER OR CAUSE WHILE PARTICIPATING IN THIS ACTIVITY, or else I agree to bear the costs of such injury or damage myself.
6. I HEREBY AGREE THAT THE YMCA MAY PHOTOGRAGH OR CAPTURE FOOTAGE OF ME OR MY CHILD AT THE YMCA OR ON ANY AFFLIATED YMCA PROPERTY AND the YMCA may use those photographs or footage for its marketing purposes and further agree to release both the YMCA and releases from any claim or liability related to that use; waiving all claims for myself, my child and any heirs or next of kin.
7. I HEREBY AGREE THAT IN THE EVENT THAT I/MY CHILD NEED IMMEDIATE MEDICAL ATTENTION FOR INJURIES THAT OCCUR WHILE PARTICIPATING IN A YMCA PROGRAM, and I am not present or able to communicate my desires at the time of injury, I authorize YMCA staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a heath care facility for emergency care as needed.
8. I GIVE PERMISSION FOR MYSELF AND/OR MY CHILD TO BE TRANSPORTED BY THE YMCA as needed for field trips, inclement weather, or late pick-up.

I 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 States of North Carolina and South Carolina and that if any portion thereof is held invalid the remaining portions shall remain in full legal force and effect.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

__/__/__ _____ __/__/__ _____

Date Printed Legal Name Date Signature or Parent/guardian's signature (If participant is legally a minor)

If you are a parent chaperoning the trip, please sign and date below:

__/__/__ _____ __/__/__ _____

Date Printed Legal Name Date Signature