

WAIVER AND RELEASE

I agree to follow all rules and regulations of the YMCA of Metropolitan Chicago ("YMCA") while in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect to location, whether in-person, remote, or virtual, and understand and agree that I may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations. I agree that I am responsible for the supervision of my minor child/ward while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA, where the YMCA is not expressly providing direct supervision as part of specific program objectives, of my minor child/ward without respect to location, whether in-person, remote, or virtual.

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 PROGRAM AFFILIATED WITH THE YMCA WITHOUT RESPECT AS TO LOCATION, I HEREBY AGREE TO THE FOLLOWING:

1. I UNDERSTAND THAT ACTIVITIES AT THE FACILITY OR ELSEWHERE, INCLUDING USE OF EQUIPMENT AND PARTICIPATING IN PROGRAMS, CAN INVOLVE MOVEMENT, STRAIN, EXPOSURE TO ILLNESS, OR INFECTION, AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, ILLNESS, INFECTION, DEATH, PROPERTY DAMAGE, OR ANY OTHER LOSS, regardless of severity, that I or my minor child/ward may sustain from my or minor child/ward's presence in, upon, or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, except for any injury, damage or loss that is caused solely by the YMCA's gross negligence.

2. I, FOR MYSELF, ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, HEREBY FULLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the YMCA, its operating centers, their respective Officers, Directors, Managers, Trustees, Members, Volunteers, Employees, agents, or representatives (the "Releasees") and each of them from any and all claims for injuries, illness, damages, or losses that I or my minor child/ward may have or which may accrue to me or my minor child/ward from my and/or my child/ward's presence in, upon, or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, except for any injury, damage or loss that is caused solely by the YMCA's gross negligence.

3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur from my or my minor child/ward's presence in, upon, or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location except for any loss, liability, damage, or cost that caused solely by the YMCA's gross negligence. I further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and if any portion thereof is deemed or held invalid or unenforceable, it is agreed that the remainder of this agreement shall continue in full legal force and effect.

THIS AGREEMENT APPLIES TO ALL VISITS AND USAGE BY ME OF ANY YMCA FACILITY OR PROPERTY OR PARTICIPATION IN ANY YMCA PROGRAM, WHETHER IN-PERSON, REMOTE OR VIRTUAL WITHOUT RESPECT TO LOCATION.

I HAVE READ AND VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT. THIS AGREEMENT CONTAINS A WAIVER AND RELEASE.

Signature _____ Date _____

Please Print First and Last Name _____

If on behalf of a minor child/ward, please print minor's name below and sign above as minor's parent/guardian:

OFFICE USE

Guest # _____ Guest of _____

Email Verification Topfin ID Verification SOL checked Staff Initials: _____