



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY



YMCA of NWNC RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT:

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA of Northwest North Carolina (hereafter "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 to location, 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 acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs 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. The YMCA prohibits membership by persons required to register in the North Carolina Sex Offender and Public Protection Registry. The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access. I consent to all still and video photography taken by YMCA staff or agents for the expressed purpose of marketing the YMCA, its programs, or membership, and furthermore acknowledge such photography is property of the YMCA. By participating in the YMCA Nationwide Membership program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law. **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 PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, it's 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



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claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.

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.

3. THE UNDERSIGNED HEREBY CERTIFIES that I/we, as parents/guardians/responsible party (hereafter "Responsible party") for the above listed participant(s), do consent and agree to his/her release, as provided herein, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to the minor child's involvement or participant in these programs as provided herein, even if arising from their NEGLIGENCE, to the fullest extent permitted by law. I have instructed the minor participant(s) as to the warnings and conditions and their ramifications.

4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releasees 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 forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina 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.

I HAVE READ THE ABOVE AND AGREE THAT THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT IS APPLICABLE TO ALL VISITS MADE BY ME OR PARTICIPANTS UNTIL I SO REVOKE SUCH IN WRITING.