

YMCA OF WAYNE COUNTY, OHIO
RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of permission to participate in or observe any of the activities, programs or services of the YMCA of Wooster, Ohio (the "YMCA"), and to use its services, property, facilities, equipment and machinery, in addition to the payment of any fee or charge, I do hereby agree as follows:

- 1. Release and Waiver of Liability.** For myself and for my heirs, assigns, personal representatives, executors and administrators, I hereby waive, release and forever discharge the YMCA and its officers, trustees, employees, members and all other representatives (the "Releasees") from any and all liability for any loss or damage and from any rights, claims or demands therefore which I have or which may hereafter accrue to me arising out of injury to my person or to my property in connection with my participation in or observation of any of the activities or services of the YMCA, or in connection with my use of its services, property, facilities, equipment and machinery, except to the extent that such damages are due to the negligence of any of the Releasees.

- 2. Assumption of Risk.** I understand and am aware of the potential hazards of participation in the activities, programs and services of the YMCA, including the use of its services, property, facilities, equipment and machinery. I also understand that the activities involve a risk of injury and even death. I declare that I am voluntarily participating in these activities, programs and services and using the services, property, facilities, equipment and machinery with full knowledge of the risks and dangers involved. I hereby assume and accept all risks of injury or death or property damage arising from such participation and use.

- 3. Indemnification.** I agree to indemnify and hold harmless the Releasees and each of them from loss, liability, damage or cost they may incur in connection with my participation or observation of the activities, services or programs of the YMCA and/or my use of the property, facilities, services, equipment and machinery of the YMCA.

- 4. Declarations.** If I am under 18 years of age and will have my parents sign, on the appropriate line below, giving their permission. I am physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation or use of the facilities, equipment, services or machinery of the YMCA. I have been informed of the need for a physician's approval for my participation in any activities or the use of any such equipment or machinery. I acknowledge and declare that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activities and use of equipment and machinery without the approval of my physician, and do hereby assume all responsibility for my participation, activities and utilization of the services, property, facilities, equipment and machinery of the YMCA.

I have read, understand, & agree to the terms of this Agreement, & I am signing it freely and voluntarily.

Applicant's Printed Name Applicant's Signature Date

Parent's Signature (if applicant is under age 18)

Applicant's Address City Zip

Emergency Contact Name & Phone Number