

RELEASE AND WAIVER OF LEGAL LIABILITY 2009 (updated 9-2-09)
This is a two-page document. Be sure to read BOTH before saying "I Accept"

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the "Release"). You, individually and/or on behalf of your minor child, release the Staunton-Augusta YMCA, its officers, directors, board members, employees, volunteers, agents, independent contractor, other participants and/or others acting on its behalf (collectively, "YMCA). **You agree that this Release is effective immediately.**

This is important for you and any minor children, 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, INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree for myself and/or my minor child and our respective heirs, assigns and legal representatives, to indemnify, defend and hold the YMCA and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants ("Releasees") in the Staunton-Augusta YMCA's programs harmless from any and all claims and causes of action of any nature for any and all personal and/or bodily injury or illness, including death, which may occur to myself or my minor child which may be aggravated during or by any activity during the course of the Staunton-Augusta YMCA's programs in which I have decided to allow myself or my minor child participate. I further waive any and all claims of causes of action which I or my minor child may now or hereafter have against YMCA which may at any time arise as a result of negligence and any act or thing occurring in or arising out of my or my minor child's participation in the Staunton-Augusta YMCA's programs. 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 Virginia and that if any portion thereof is held invalid, it is agree that the balance shall, notwithstanding, continue in full force and effect.
- 2) **ASSUMPTION OF RISK:** I, individually, and/or on behalf of my minor child, expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from the Staunton-Augusta YMCA's programs. **You assume the risks:** I, individually and/or on behalf of my minor child, understand that the Staunton-Augusta YMCA's activities are strenuous and dangerous and that it is impossible to predict everything that may occur. I understand that the activity should be engaged in only by persons in good health. I understand that I should consult a physician before enrolling myself or my minor child in the Staunton-Augusta YMCA's programs. **Once you sign, you are saying that you winder the risks involved and accept all of the risks.** You, individually and/or on behalf of your minor child, acknowledge that the YMCA is a charitable organization and that you are a beneficiary of the YMCA.
- 3) **MEDICAL RELEASE:** I, individually and/or on behalf of my minor child, hereby release the YMCA from any claim whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me or my minor child in connection with any injury that arises from the Staunton-Augusta YMCA's programs. **A)** I take full responsibility for my welfare and safety as well as that of my minor child during the Staunton-Augusta YMCA's programs. **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 FOR YOU AND YOUR MINOR CHILD. You should understand that the YMCA does not carry health insurance to cover injuries and losses that may befall you.
- 5) **PHOTOGRAPHIC RELEASE:** I consent to be photographed and to allow the YMCA's use of any photos of myself or my minor child at its sole discretion. Opt out: _____
- 6) **ARBITRATION:** You, individually and/or on behalf of your minor child, and we agree that any controversy, dispute, or claim ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, whether based on contract, tort, or any other legal basis or theory, that arises from or relates to (a) this Agreement, (b) services rendered by us pursuant to the Agreement, or in connection with any YMCA programs and/or activities in which you or your minor child participate, (c) the relationships that result from this Agreement, or (d) the validity, scope

enforceability, or applicability of this arbitration provision to a Claim shall be resolved by binding arbitration. You, individually and/or on behalf of your minor child, or we may choose either the American Arbitration Association (AAA) or a local Virginia Arbitration Forum to conduct any Arbitration proceeding. If either is unwilling or unable to conduct this arbitration proceeding, or if you or we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

I HAVE READ THE ABOVE WARNING, WAIVER, AND RELEASE AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS FOR MYSELF AND/OR MY MINOR CHILD BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE AND/OR ALLOW MY MINOR CHILD TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIAN AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

Applicant/Participant Name (PRINT)

Date

Signature

Applicant/Participant's Spouse Name (PRINT)

Date

Signature

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that we as parents/guardians with legal responsibility for this applicant/participant, do consent and agree to his/her release, as provided above, of all the Released, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

BOTH PARENTS MUST SIGN

Individually and as Parent and/or Legal Guardian (PRINT)

Date

Signature

Individually and as Parent and/or Legal Guardian (PRINT)

Date

Signature