

SAN LUIS OBISPO COUNTY YMCA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

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 sports activity or off-site program affiliated with the YMCA, 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 facilities or equipment thereon and such affiliated program 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.

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 OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE YMCA, its directors, officers, employees and agents (hereinafter referred to as "releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused in whole or in part by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur, including attorneys' fees and cost of suit 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 releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releases 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, sport, or activity affiliated with the YMCA.

The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of California 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.

For valuable consideration, I hereby give the San Luis Obispo County YMCA its successors, and assigns, the absolute and irrevocable right and permission with respect to photographs, videos, motion pictures, and/or sound recordings being taken of my child; (a) to use, reuse, publish, and republish in the same, in whole or in part, separately or in conjunction with other photographs or recordings, in any medium, and (b) to use my child's name herewith.

I hereby release and discharge the San Luis Obispo County YMCA from any claims and demands arising out of or in connection with the use of such photographs, videos, motion pictures, and/or recordings. I also agree that the photographs, videos, motion pictures and the negatives thereof, and recordings, shall constitute your (YMCA) sole property, with full right of disposition whatsoever.
I have read this release and agree to these terms.

Print Name

Signature of Applicant

FOR PARTICIPANTS OF MINORITY AGE (under age 18 at the time of registration):
THE UNDERSIGNED, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE MINOR PARTICIPANT, DOES HEREBY CONSENT AND AGREE WITH THE TERMS AND CONDITIONS OF THIS RELEASE AND HOLD HARMLESS. THE UNDERSIGNED FURTHER AGREES TO THE RELEASE AND INDEMNIFY THE RELEASES FROM ANY AND ALL LIABILITIES INCIDENT TO THE SAID MINOR'S INVOLVEMENT IN THESE PROGRAMS.

Parent/Guardian Signature

Date

Emergency Phone

Minor's Name

Date of Birth