the YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA Western Monmouth County

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of The YMCA of Western Monmouth County 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, 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 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 acknowledgement that such premises and all facilities and 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 CONVENANTS NOT TO SUE The YMCA of Western Monmouth County, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused 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 of Western Monmouth County.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases 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 releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of release 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.

MEMBER AND PARTICIPANT PROTECTION POLICY. We take very seriously the safety and well-being of our members and participants and, to that end, have established policies and procedures that protect people utilizing our programs and facilities. The YMCA reserves the right to deny access or membership to any person. This includes but is not limited to, any person known to have been accused or convicted of any crime involving child abuse, sexual abuse or is a registered sex offender. By signing this waiver you certify that neither you nor anyone listed has been accused or convicted of a criminal offense listed above. **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.**

CELL PHONE/VIDEO TAPING. Due to the advances in video equipment and telephone video technology, and for the safety and security of our members and guests, any and all video equipment may not be used. The YMCA requests that cell phone not be used for any purpose in locker rooms and bathroom facilities.

THIRD-PARTY SERVICES. Only employees of The YMCA of Western Monmouth County may provide services to members and guests on our premises. This includes personal training, swim instruction, sports-specific training and all other instruction. Any member or guest believed to be providing such services will be advised to immediately discontinue the activity. Failure to do so will result in prompt dismissal from the premises and will no longer be able be to use YMCA facilities or participants in programs.

PROPERTY LOSS. Those using the YMCA facilities and/or participating in programs understands that The YMCA of Western Monmouth County is not responsible for any personal lost, damaged or stolen property while using YMCA facilities.

NATIONWIDE MEMBERSHIP VISITORS. 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."

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 the law of the State of New Jersey 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.

___/___/____ Date

_____ Signature (Parent/guardian if under 18)

_____ Print name

_____
Address City State Zip

DOB ____/____/_____ Phone _____

_____ Guest of (Please Print Member Name)

_____ Emergency Contact

_____ Phone #

FOR OFFICE USE ONLY ☐ **Completed Instant Screening** **Staff Signature:** _____