

**CHANNEL ISLANDS YMCA
MEMBER/CHILDREN
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the premises, facilities, services and programs of the Channel Islands YMCA, YMCA, (or for my children to so participate) 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 such participating children 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 onto the YMCA's facilities 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 by the undersigned and such children.

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 YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof; its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his 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 or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children 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 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 or such children in, upon or about YMCA's 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 ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children 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 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 the 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.

Guest Policies and Procedures

All guest must fill out a Guest Form and are required to sign a facility waiver and show a valid form of identification before using the facility. All guest MUST be 18 years of age or MUST be accompanied by a member 18 years or older and or signed in by a member 18 years or older. I hereby understand and agree to abide by all rules, regulations and policies of the YMCA. I also understand that I am using the YMCA at my own risk and should consult my physician before starting any exercise program. **GUEST FEES ARE NON-TRANSFERABLE.**

Photographic and Video Release

In exchange for good and valuable consideration, the adequacy of which is hereby acknowledged, I hereby give Channel Islands YMCA, its volunteers, employees and any other person and entity acting with its permission the right to take, copyright, use, and publish any photographs or video of me or my child/children for the purpose of any YMCA advertising, promotion, or other purpose consistent with the YMCA mission.

I agree that any such photograph or video is the property of the Channel Islands YMCA, and I hereby waive all rights thereto. I further waive any right to inspect or approve any printed or electronic material that may be used in conjunction with the photographs or video, or to approve the use to which the photographs or video may be applied.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Print Name: _____

Signature of 1st Adult: _____

Date: _____

Signature of 2nd Adult: _____

Date: _____

1st Child in Program: _____

2nd Child in Program: _____

3rd Child in Program: _____

4th Child in Program: _____