

**CHANNEL ISLANDS YMCA MEMBER/CHILDREN
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND
INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the Channel Islands YMCA (YMCA), and/or for his or her children listed below 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, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that there is widespread, ongoing transmission of novel coronavirus (“COVID-19”) worldwide, including throughout Santa Barbara County and Ventura County, California. In accordance with the most recent (as of the revision date set forth above) orders and recommended guidance and protocols issued by various governmental and public health agencies, including without limitation the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the Santa Barbara County Public Health Department, and the Ventura County Health Care Agency (together, the “Public Health Agencies”), and, with respect to the YMCA’s child care facilities, services and programs, the California Department of Social Services (Community Care Licensing Division), for slowing the transmission of COVID-19 (collectively, “COVID-19 Risk Mitigation Guidance”), the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YMCA (other than any exclusively online services and programs) if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the YMCA immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The YMCA has taken certain steps to implement COVID-19 Risk Mitigation Guidance for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above, enhanced cleaning and disinfecting protocols, and physical distancing measures. The COVID-19 pandemic is a challenging and fluid situation, and COVID-19 Risk Mitigation Guidance may change frequently. The undersigned acknowledges and agrees that the YMCA may revise its procedures at any time based on updated COVID-19 Risk Mitigation Guidance and further agrees to comply with the YMCA’s revised procedures prior to utilizing the facilities, services, and programs of the YMCA. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the YMCA, social and physical distancing of 6 feet per person among participants (including children, caregivers and staff) is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the YMCA and acknowledges that use thereof by the undersigned and/or such participating children may, despite the YMCA’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

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, PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, PARTICIPATION IN ANY VIRTUAL OR ONLINE PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19 or any other communicable disease, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned understands and agrees that the YMCA is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

THE UNDERSIGNED agrees and acknowledges that use of the YMCA facilities and services, and participation in the YMCA programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, 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.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART

FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 OR OTHER COMMUNICABLE DISEASES AT ANY YMCA FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date _____ Print name _____

Signature of applicant/parent _____

Signature of other adult _____

Name of child in program _____

Name of child in program _____

Name of child in program _____