

**CHANNEL ISLANDS YMCA
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE,
AND INDEMNITY AGREEMENT
(Revised July 2026)**

Adult Member/Participant Name _____

(Please Print)

Child Member/Participant Name
(if applicable) _____

(Please Print)

Child Member/Participant Name
(if applicable) _____

(Please Print)

Child Member/Participant Name
(if applicable) _____

(Please Print)

Acknowledgement and Consideration

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the Channel Islands YMCA (the "YMCA"), and/or for my child listed above to participate for any purpose, including but not limited to observation, use of facilities or equipment, or participation in any on-site or off-site program affiliated with the YMCA, the undersigned, on behalf of himself or herself, such participating child, and any personal representatives, heirs, and next of kin (collectively referred to as "the undersigned"), hereby acknowledges and agrees that he or she has had the opportunity to inspect, ask questions regarding, and carefully consider the premises, equipment, facilities, and/or affiliated programs. The undersigned finds and accepts the same as being safe and reasonably suited for the use or participation by the undersigned and such participating child.

IN FURTHER CONSIDERATION of being permitted to enter the YMCA facilities or participate in YMCA programs for any purpose, including but not limited to observation, use of facilities or equipment, or participation in any affiliated program, the undersigned agrees as follows. This Assumption of Risk, Release and Waiver of Liability, Covenant Not to Sue, and Indemnity Agreement is referred to herein as this "Agreement."

Release and Covenant Not to Sue

THE UNDERSIGNED, ON HIS OR HER OWN BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILD, HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers, and agents (collectively, the "Releasees") from all liability to the undersigned or such participating child, and to all personal representatives, assigns, heirs, and next of kin, for any loss or damage, and any claim or demand on account of property damage, injury, illness, or death of the undersigned or such participating child (or any person who may contract an illness, directly or indirectly, from the undersigned or such participating child), whether caused by the negligence, active or passive, of the Releasees or otherwise, while the undersigned or such participating child 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."

INITIAL: _____

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended to, or shall be construed to, release, waive, discharge, or limit any liability of any Releasee for (i) gross negligence, (ii) willful misconduct or willful injury, (iii) fraud, or (iv) violation of law, including the negligent violation of any statute, regulation, or other legal requirement to the extent such liability cannot be released as a matter of law under California Civil Code section 1668 or other applicable law. This Agreement is intended to release claims only to the maximum extent permitted by California law.

Indemnification and Insurance

To the fullest extent permitted by law, the undersigned agrees to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, causes of action, damages, losses, liabilities, judgments, fines, penalties, and costs (including reasonable attorneys' fees) asserted by any third party, to the extent arising out of or related to (i) the undersigned's or any participating child's acts or omissions while using YMCA premises, facilities, equipment, or participating in any YMCA program, (ii) the undersigned's or any participating child's breach of YMCA rules, policies, or posted safety instructions, or (iii) the undersigned's or any participating child's negligence or willful misconduct.

The undersigned does not agree to, and shall not be required to, indemnify any Releasee for that Releasee's gross negligence, willful misconduct, fraud, or violation of law, or to the extent any claim is caused by the negligence of a Releasee.

The undersigned understands and agrees that the YMCA is not required to provide insurance coverage for the undersigned or such participating child in the event of illness, injury, death, property loss, theft, or damage of any kind occurring upon or about the premises or during participation in any affiliated program.

Emergency Care and First Aid Authorization

In the event of an accident, illness, or other medical emergency involving me and/or my minor child(ren), I authorize the YMCA, its employees, volunteers, and agents to obtain or provide, at their discretion, reasonable first aid, assessment, and emergency care, and to contact emergency medical services (including 911) as deemed appropriate.

I further authorize the YMCA to arrange for emergency transportation by ambulance or other means to a hospital or medical facility if, in the YMCA's judgment, such transportation is necessary or advisable. I understand and agree that I am solely responsible for any costs associated with medical treatment or emergency transportation provided to me and/or my minor child(ren).

I authorize the YMCA to disclose to emergency responders and medical providers such information as the YMCA reasonably believes necessary to facilitate evaluation and treatment, including known allergies, medications, medical conditions, and emergency contacts. I consent to the release of medical information by such providers to the extent necessary to coordinate care and notification.

If signing on behalf of a minor, I represent that I am the parent or legal guardian of the minor child(ren) listed above and that I have authority to provide this authorization on the minor's behalf.

Assumption of Risk

The undersigned acknowledges that use of the YMCA facilities and services, and participation in YMCA programs, may involve inherent dangers and risks, including without limitation the risk of physical illness or injury, death, financial loss, or property damage. The undersigned is also aware of the risk of exposure to or contraction of COVID-19 or other infectious diseases through participation in YMCA programs or use of YMCA facilities.

INITIAL: _____

Notwithstanding these risks, the undersigned voluntarily chooses to access the premises and participate in activities with knowledge of the dangers involved.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND THE RISK OF, ILLNESS, BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the undersigned or such participating child due to the negligence, active or passive, of the Releasees or otherwise, while in, about, or upon YMCA premises, using any facilities or equipment, or participating in any affiliated program.

Severability and Governing Law

The undersigned expressly agrees that this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of California. If any portion is held invalid, the remaining provisions shall continue in full legal force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Electronic Signatures

The undersigned agrees that this Agreement, and any other document relating to the use of or participation in YMCA facilities, services, or programs (including any membership agreement), shall be valid, binding, and enforceable when executed and delivered by means of (i) an original manual signature, (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted under applicable federal or California law, including the Electronic Signatures in Global and National Commerce (E-Sign) Act and the California Uniform Electronic Transactions Act (UETA) (collectively, the "Signature Law"), to the extent applicable.

Each signature shall have the same validity, legal effect, and admissibility as an original manual signature. The YMCA may rely upon any such signature and shall have no duty to investigate or verify its authenticity. Original manual signatures shall be used where required by applicable law.

Acknowledgement

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT. I AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN THE EVENT OF ILLNESS, INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR CLAIMS.

IF SIGNING ON BEHALF OF A MINOR, I UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY TO SIGN ON THEIR BEHALF.

I have read and understand the terms of this Agreement and agree to its terms.

Name: _____ Signature: _____

Date: _____

INITIAL: _____