

# Lake County YMCA Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.**

Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Lake County YMCA programs, now or at any time in the future.

**ACKNOWLEDGEMENT OF RISK**

I hereby acknowledge and agree that participation in membership activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with membership participation, including but in no way limited to: slips, trips, and falls; aquatic injuries; athletic injuries; and illness, including exposure to and infection with viruses or bacteria. These risks could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. I further acknowledge that the preceding list is not inclusive of all possible risks associated with membership participation and that said list in no way limits the operation of this Agreement.

**WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE**

In consideration of my participation in Lake County YMCA membership, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Lake County YMCA, its officers, directors, employees, volunteers, agents, representatives and insurers (“THE Y”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Lake County YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Lake County YMCA facilities/equipment or participation in Lake County YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of THE Y.

In consideration of my participation in membership, I, the undersigned participant, agree to

INDEMNIFY AND HOLD HARMLESS THE Y from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my membership participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in

membership participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in membership and that by signing this agreement I HEREBY RELEASE THE Y from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in membership.

I understand that the Lake County YMCA is not responsible for personal property lost, damaged, or stolen while using YMCA facilities, on YMCA premises, or involved in YMCA programs.

I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the THE Y. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

**CORONAVIRUS/COVID-19 WARNING & DISCLAIMER**

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Lake County YMCA programs or accessing Lake County YMCA facilities could increase the risk of contracting COVID-19. Lake County YMCA in no way warrants that COVID-19 infection will not occur through participation in Lake County YMCA programs or accessing Lake County YMCA facilities.

*I agree that I will practice safe social distancing and clean hygiene during my participation at the Lake County YMCA.*

**MEMBERSHIP TERMS**

I have read and understand the mission statement, conditions of membership, and disclaimer/ hold harmless statement above. In addition, I understand and agree that the conditions of membership and the disclaimer/ hold harmless statement are in effect throughout my membership with the Lake County YMCA. I also understand and agree that if the membership is interrupted for any reason, these agreements will remain in effect during the period of interruption as well as after the membership is reinstated. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

**(Must be completed for participants under the age of 18)**

In consideration of the child(ren) that I have legal parental rights/ guardianship of being permitted to participate in this activity, I further agree to indemnify and hold harmless THE Y from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

In the event of reasonable attempts to contact me have been unsuccessful, I hereby give my consent for any minors I have legal parental rights/ guardianship ofbe transferred to any hospital reasonably accessible.

Full Name Printed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_