

# Lake County YMCA

**Youth Participant Waiver, Release, Indemnification
of All Claims & Covenant Not to Sue**

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

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Lake County YMCA, herein after referred to as the 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, regardless of location, 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 or event. It is further warranted that such entry into the YMCA or other non-YMCA venue for observation or use of any facilities or equipment or participation in such affiliated program or event constitutes an acknowledgement that such premises and all facilities and equipment therein and such affiliated program or event 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.

**ACKNOWLEDGEMENT OF RISK**

I hereby acknowledge and agree that participation in program activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with 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.

**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.

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 OR EVENT AFFILIATED WITH THE YMCA, REGARDLESS OF LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

 THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILD LISTED ON THIS WAIVER, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, the organizers, volunteers, supervisors, participants, coaches, referees, agents, as well as, persons or parents transporting participants to and from activities (hereinafter referred to as “THE Y”) from all liability to the undersigned or such child and all his or her 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 the death of the undersigned or such child, whether caused by the negligence of the THE Y or otherwise while the undersigned or such children are in, upon or about the premises or any facilities or equipment therein or participating in any program or event affiliated with the YMCA, regardless of location.

 THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE Y and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such child 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 or event affiliated with the YMCA whether caused by the negligence of THE Y or otherwise.

 THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY LOSS OR DAMAGE to the undersigned or such child due to the negligence of THE Y or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment therein or participating in any program or event affiliated with the YMCA, regardless of location.

 THE UNDERSIGNED HEREBY AUTHORIZES the YMCA staff or their agents to administer First Aid, CPR or AED to myself or my authorized child named below in the event of an emergency. In the event I cannot be reached, or if I am unresponsive due to my own medical emergency, I authorize the YMCA to seek medical care for myself and the child listed below, and hereby give permission to the attending physician to order X-rays, routine tests and provide any other medically appropriate treatment. I further understand that the Lake County YMCA is not responsible for payment for such medical treatment.

 THE UNDERSIGNED HEREBY ACCEPTS this Agreement on behalf of the child named, and represents that they are entitled to execute this Agreement as either the parent or legal guardian of the child and that by doing so, agree to be personally responsible for any claims brought by the child.

 THE UNDERSIGNED HEREBY AGREES this Agreement will apply for every day a participant engages in any activity or event without requiring the undersigned or participant to sign an additional agreement for each day, season, or year, until a new release of liability and waiver of legal rights is executed by or on behalf of the undersigned or participant, or is revoked in writing and that writing is accepted in writing, signed by the THE Y authorized representative.

 This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable to the full extent permitted by law.

**THE UNDERSIGNED FURTHER UNDERSTANDS THE LEGAL CONSEQUENCES OF SIGNING THIS AGREEMENT, INCLUDING RELEASING THE LAKE COUNTY YMCA FROM ALL LIABILITY AND ASSUMING ALL RISKS ASSOCIATED WITH ANY ACTIVITIES ENGAGED IN THROUGH THE LAKE COUNTY YMCA.**

Parent/Legal Guardian:

First Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Last Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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