

RELEASE AND WAIVER OF LEGAL LIABILITY

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the “Release”). You individually and/or on behalf of any minor child, release the YMCA of Greensboro, Inc., its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, “YMCA”). **You agree that this Release is effective immediately.**

This is important to you and/or any minor children, so **do not** sign until you have had your questions answered. You provide this Release freely, and without duress under the following terms:

1) GENERAL RELEASE: I hereby agree for myself and/or my child and our respective heirs, assigns and legal representatives, to indemnify, defend and hold YMCA and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants (“Releases”) in the program harmless from any and all claim and causes of action of any nature for any and all personal injury or illness, including death, which may occur to me and/or my child or which may be aggravated during or by any activity during the course of the program in which I have decide to allow myself and/or my child to engage. I further waive any and all claims or causes of action, which I and/or my child may now or hereafter have against Releases which may at any time arise as a result of any act or thing occurring in or arising out of my and/or my child’s participation in the program. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of North Carolina and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

2) ASSUMPTION OF RISK: I, individually and/or on behalf of any minor child, expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from my YMCA activities. **You assume the risks:** I, individually and on behalf of my minor child, understand that YMCA activities are strenuous and dangerous and should be engaged in only by persons in good health. I understand that I should consult a physician before enrolling myself and/or my child in the YMCA program. **Once you sign, you are saying that you understand the risks involved and accept all of the risks.**

3) MEDICAL RELEASE: I, individually and/or on behalf of any minor child, further hereby release YMCA from any claim whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me in connection with any injury that arises from activities at YMCA. **A)** I take full responsibility for my and my child(s) welfare and safety on or at YMCA activities. **B)** I hereby give permission for emergency medical treatment to be administered as deemed appropriate.

4) INSURANCE: YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE. You should understand that the YMCA does not carry insurance to cover injuries and losses that may befall you.

5) PHOTOGRAPHIC RELEASE: I consent to be photographed and to allow YMCA’s use of any photos of myself and/or my minor child at its sole discretion.

HAVING READ, UNDERSTOOD, AND AGREED WITH THESE TERMS, I HAVE EXECUTED THIS RELEASE, TO BE EFFECTIVE IMMEDIATELY.

Please Print the Names of All Participants Being Signed For

Applicant or Parent/Legal Guardian Signature

Date