

Waiver, Release, Indemnification of All Claims & Covenant Not to Sue For Guests, Guardians or Minors

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND THOSE OF MINORS. IT IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU RELEASE YMCA OF THE TRIANGLE AND RELATED PERSONS/ENTITIES FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS.

Assumption of Risk

I, in my personal capacity, or in my legal capacity as the parent/guardian of the minor named below ("Minor"), acknowledge and agree that any use of YMCA of the Triangle facilities, services, equipment, and premises ("Facilities") and any participation in YMCA of the Triangle programs and activities ("Programs") comes with inherent risks. These include, but are not limited to: (1) personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I, voluntarily, for myself and/or Minor, accept and assume full responsibility for these risks. I also, voluntarily, for myself and/or Minor, accept and assume full responsibility for all other risks of Facilities use and Programs participation. For myself and/or Minor, I agree that I know the nature and extent of all such risks. For myself and/or Minor, I am not relying on all such risks being described in this document. Nor am I relying on any YMCA of the Triangle employee, or any other person, communicating them to me.

I understand that Facilities use and Program participation is voluntary. They can be discontinued at any time. I understand that any activities related to, arising out of, or in connection with, Facilities use and Program participation involve some element of risk. I agree, in my own personal capacity, and in my legal capacity as the parent/Guardian of Minor, that in partial consideration of the YMCA of the Triangle's making these facilities and programs available, I will not try to hold the YMCA of the Triangle, it's officers, directors, agents, employees, volunteers, insurers, and representatives ("Releasees") liable in damages. This includes damages for any injury or loss to person or property that Minor or I sustain in connection with, arising out of, or related to, the Facilities or Program. I understand that I am hereby releasing the YMCA of the Triangle, it's officers, directors, agents, employees, volunteers, insurers, and representatives (Releasees) from any liability for any injury to myself and/or Minor arising in connection with, related to, or arising out of, the Facilities or Programs. I, on my own behalf, and that of Minor, give up any right to take any legal or quasi-legal action against Releasees for any injury.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my own, and/or Minor's Facilities use and/or Program participation, I, in my personal capacity, or legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that Releasees will not be liable for any personal injury, property damage, disability, death, sickness, or disease incurred by myself, my family members, dependents, or guests, including Minor, however occurring. This includes, but is not limited to, any personal injury, property damage, disability, death, sickness, or disease arising out of, or in connection with, the negligence of Releasees. I understand that Minor and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness, or death sustained from my own or Minor's Facilities use, Program participation, or both.

I specifically agree, on my own behalf, and in my legal capacity as parent/guardian of Minor, to waive any liability arising out of any actual, alleged, or threatened infectious, pathogenic, toxic, or other harmful properties of any "organic pathogen". This includes, but is not limited to bacteria, viruses, or other pathogens, whether or not a microorganism. This waiver applies no matter if such "organic pathogen" results from a local, state-wide, national, or global outbreak, epidemic, pandemic, or unknown cause.

I further agree, on my own behalf, and in my legal capacity as the parent/guardian of Minor, on behalf of Minor, myself, and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities, or demands of any nature. These include, but are in no way limited to, claims of negligence, which Minor, myself, and all legal successors and proxies may have, now or in the future, against Releasees because of personal injury, property damage, disability, death, sickness, disease, or accident of any kind, arising out of, connected with, or in any way related to Facilities use or Programs participation. This release on behalf of minor and me applies however the injury or damage occurs, including, but not limited to, the negligence of Releasees. It will apply whether participation is supervised or unsupervised.

In further consideration of the use of Facilities and participation in Programs, I, on my own behalf, and, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor to **INDEMNIFY AND HOLD HARMLESS** Releasees from all causes of action, claims, demands, losses, suits, liabilities, or costs of any nature at all. These include, but are not limited to, claims of negligence, arising out of or in any way related to the Minor's Facilities use, Program participation, or both.

I further agree, on behalf of myself, and in my legal capacity as parent/guardian of Minor, and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities, or demands of any nature. These include, but are not limited to claims of negligence, which I, Minor, and all legal successors and proxies may have, now or in the future, against Releasees because of personal injury, property damage, disability, death, sickness, diseases, or accident of any kind, arising out of or in any way related Facilities use or Programs participation. I agree that this release, waiver, and covenant not to sue applies however the injury or damage occurs. It includes, but is not limited to the negligence of Releasees. I further agree that it applies whether participation is supervised or unsupervised.

Minor Name (Print Clearly)	Date
Parent/Guardian Signature	Parent/Guardian Name (Print Clearly)

