

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

EFFECTIVE 8/01/13

In consideration of participating in YMCA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of the Greater Twin Cities (hereinafter referred to as YMCA) and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I acknowledge that participating in YMCA activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My/My child's participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I or my child are unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my/my child's participation in these activities, or our use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct or conduct that constitutes greater than ordinary negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I or my child 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/my child have no medical or physical conditions which could interfere with our safety in these activities, 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.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. 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.

PARENT/GUARDIAN AUTHORIZATION SECTION -- TRANSPORTATION/MEDICAL

- 1. In the event that I/my child need immediate medical attention for injuries received while participating in a YMCA program, I authorize the YMCA staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a health care facility for emergency services as needed.
2. I give permission for myself and/or my child to be transported by the YMCA as needed for field trips, inclement weather, or late pick up. I also give my permission to participate in walking field trips.
3. I also give permission for myself or my child to enter Canada with the YMCA. I also understand that I/my child will need to bring our passport to camp if the trip involves such travel to Canada.
4. I hereby acknowledge that the YMCA will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at the YMCA that indicates otherwise.
5. I agree to the release of any records necessary for treatment, referral, billing or insurance purposes. The YMCA receives medical information on campers/participants that may need to be shared with medical providers.
6. If I or my child requires use and administration of an epi-pen, prescription or over the counter medication, it is my responsibility to ensure that the epi-pen and/or medication are on me or my child or within our personal belongings every day of the program. If YMCA staff is required to administer and use the epi-pen and/or medication, I agree to forever release and discharge the YMCA and its directors, officers, and employees from any and all liability arising out of or resulting from use or administration of the epi-pen and/or medication.

GENERAL

- 1. I hereby release all pictures of myself or my child taken by the YMCA for promotional purposes and programming materials including the YMCA website.
2. I give my permission for the YMCA to administer sunscreen as needed and to change my child's diaper while my child is in their care.
3. I acknowledge that certain sections of this waiver may not apply to me and/or my child and the programs or activities that we have chosen but agree to be bound by any applicable language.

By signing this document, I agree that if I or my child is hurt or our property is damaged during participation in these activities, then I or my child may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

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 the YMCA did not utilize waivers as a method to lower insurance and administrative costs. I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Date \_\_\_\_\_

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees 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.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_