



# Switzerland County YMCA

## WAIVER OF LIABILITY

### **RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

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 **YMCA** and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), 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 Releases.** 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.
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct.** Should Releases 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 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.
5. In the event that I file a lawsuit, I agree to do so in the state where Releases' 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.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my 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 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.**

**Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **DATE** \_\_\_\_\_

**ACKNOWLEDGING THIS AGREEMENT IN ITS ENTIRETY**

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

In consideration of minor (PRINT ALL MINORS NAMES) \_\_\_\_\_ being permitted to participate in the activity/activities, I further agree to indemnify and hold harmless Releases 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.

**Guardian SIGNATURE** \_\_\_\_\_

**Guardian PRINT NAME** \_\_\_\_\_ **DATE** \_\_\_\_\_

(Front and Back)

**Assumption of the Risk and Waiver of Liability Relating to Coronavirus  
COVID-19 and other Communicable Diseases**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The Switzerland County YMCA (YMCA) has put in place preventative measures to reduce the spread of COVID-19 and other communicable diseases; however, **the Switzerland County YMCA cannot guarantee that you will not become infected with COVID-19 or other communicable diseases.** Further, participation could increase your risk of contracting COVID-19 and other communicable diseases.

**READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH**

1. By signing this agreement, **I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to or infected by COVID-19 and other communicable diseases by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I understand that the risk of becoming exposed to or infected by COVID-19 and other communicable diseases at the Switzerland County YMCA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Switzerland County YMCA's employees, board of directors, volunteers, and program participants and their families.

\_\_\_\_\_  
**INITIALS**

2. **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at the Switzerland County YMCA.** On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the YMCA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Switzerland County YMCA, its employees, agents, and representatives, whether a COVID-19 or communicable disease infection occurs before, during, or after participation at the Switzerland County YMCA.

\_\_\_\_\_  
**INITIALS**

3. I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness 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.

\_\_\_\_\_  
**INITIALS**

4. In the event that I file a lawsuit, I agree to do so in the state where the Switzerland County YMCA is located, and I further agree that the substantive law of that state shall apply. 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.

\_\_\_\_\_  
**INITIALS**

5. **By signing this document, I agree that if I am exposed or infected by COVID-19 or other communicable diseases during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

\_\_\_\_\_  
**INITIALS**

6. **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.**

\_\_\_\_\_  
**INITIALS**

7. If I have signed a separate general waiver of liability connected to my participation at the Switzerland County YMCA, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

\_\_\_\_\_  
**INITIALS**

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

\_\_\_\_\_  
**INITIALS**

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**DATE** \_\_\_\_\_

**ACKNOWLEDGING THIS AGREEMENT IN ITS ENTIRETY**

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

In consideration of minor (PRINT ALL MINORS NAMES) \_\_\_\_\_  
being permitted to participate in the activity/activities, I further agree to indemnify and hold harmless Releases 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.

Guardian SIGNATURE \_\_\_\_\_

Guardian PRINT NAME \_\_\_\_\_ DATE \_\_\_\_\_