

GOLDSBORO YMCA LOCAL GUEST 2023

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND THOSE OF MINORS. IT IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU RELEASE GOLDSBORO FAMILY YMCA 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 Goldsboro Family YMCA facilities, services, equipment, and premises ("Facilities") and any participation in Goldsboro Family YMCA 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 Goldsboro Family YMCA 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 Goldsboro Family YMCA's making these facilities and programs available, I will not try to hold the Goldsboro Family YMCA, its 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 Goldsboro Family YMCA, 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.

Nationwide Membership for Visiting YMCA Members

This waiver is valid from January 1, 2023 to December 31, 2023

By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young's Men's Christian Association of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law. I hereby acknowledge and agree that participation in Goldsboro Family YMCA 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: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

PHOTO/TALENT RELEASE I hereby irrevocably release, consent and allow the YMCA and its agents to use my photograph, likeness, voice, as it pertains to my participation with the YMCA, in any manner for promotional efforts without expectation of any reimbursement for its use.

I have no conditions or impairments which would preclude my safe participation in Goldsboro Family YMCA program(s).

I further certify that I am 18 years of age or older as of the date of signature on this document, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Participant Printed Name Participants DOB **Signature of Participant (if 18 or older) or Legal Guardian**

Printed Name of Legal Guardian Legal Guardians DOB

Phone Number Email address

Address City State Zip Code

Second Participant and Date of Birth Third Participant and Date of Birth

Fourth Participant and Date of Birth Fifth Participant and Date of Birth