



**Prairie Valley Family YMCA
Release and Waiver of Liability and Indemnity Agreement**

I agree to follow all rules and regulations of the Prairie Valley Family YMCA while in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, and understand and agree that I may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations.

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE THE FACILITIES, SERVICES AND PROGRAMS OF THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA WITHOUT RESPECT AS TO LOCATION, I HEREBY AGREE TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY UNDERSTANDS THAT ACTIVITIES AT THE FACILITY OR ELSEWHERE, INCLUDING USE OF EQUIPMENT AND PARTICIPATION IN PROGRAMS, CAN INVOLVE MOVEMENT, STRAIN AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I ALSO UNDERSTAND THAT PROGRAM ACTIVITIES MAY INCLUDE FIELD TRIPS TO LOCATIONS OUTSIDE THE YMCA PREMISES, AS DESCRIBED IN DETAIL IN THE PROGRAM MATERIALS, AND THAT PUBLIC OR PRIVATE TRANSPORTATION MAY BE UTILIZED TO TRANSPORT PARTICIPANTS TO AND FROM THESE FIELD TRIP LOCATIONS. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR LOSS, regardless of severity, that I or my minor child/ward may sustain from my or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, or while being transported to and from field trip locations outside the YMCA premises, except for any injury, damage or loss that is caused solely by the YMCA's gross negligence.
4. THE UNDERSIGNED HEREBY GIVES PERMISSION for the Prairie Valley Family YMCA, or any of its branches, to use any photographs or video footage taken of the undersigned and/or the undersigned's children participating in Prairie Valley Family YMCA activities in the future YMCA promotional purposes, without additional release or authorization.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I HAVE READ THIS RELEASE.

Print name of applicant _____

Print name(s) of child(ren) _____

Address _____

City _____ **State** _____ **Zip** _____ **Home Phone** _____

Date of Birth _____

Emergency Contact Person _____ **Phone** _____

Relationship To Emergency Contact Person _____

Signature of applicant/parent _____ **Date** _____

OF CARDS _____