

**RELEASE & WAIVER of LIABILITY
INDEMNITY AGREEMENTS
and
MEMBERSHIP BEHAVIOR STATEMENT**

Available with permission from YMCA Services Corporation

It is recommended that each YMCA and operating location incorporate into its member and participant registration process a "Release and Waiver of Liability and Indemnity Agreement". Each YMCA can incorporate this release into its own registration procedures as it best fits. The following releases have been upheld in certain states. Please remember that before implementing any release, a local attorney should review the document to ensure that it will hold up in the state where the YMCA is located. It is recommended that each typed release be reproduced in a different color. Remember that the minimum size of print (Elite) of the attached copy is to be used.

"MEMBER"
(Page 4) This is our standard release that is to be signed by all new Adult Members at the time they apply for membership. This release covers all on-site and off-site activities. Each Adult Participant is to sign the release.

"MEMBER/CHILDREN"
(Page 5) This release is expressly tailored to encompass minor children (under the age of 18) participating in any YMCA program, activity, or facility use memberships. Release is to be signed by the minor's parent and/or legal guardian on behalf of their children. Adults can sign for themselves on this waiver rather than the "member" waiver.

"GUEST"
(Page 6) The release is for use by non-member day pass facility use. The release form has been designed in a single page format that is to be used as is.

"PARENTAL CONSENT"
(Page 7) The release is for use when an employee will be working with a YMCA member's family outside of the course and scope of their employment. While this practice is not recommended, if there is a prior relationship between the family and employee this should be used to release the YMCA of responsibility.

"MEMBER(S)"
"MEMBER(S)/CHILDREN"
(Pages 8-9) Releases for HIGH RISK PROGRAM/ACTIVITIES. These releases can be customized to include programs or activity descriptions that are of a "high risk" such as, Scuba Diving, Rock Climbing, Whitewater Rafting, Skateboarding, etc.

"SMALL VENDOR"
(Page 10) Release for participant at a craft fair at the YMCA who does not have insurance because they are a non-commercial operation.

These release records are to be kept throughout the term of membership or participation of your member(s) and/or participant(s). Each type of waiver is to be used or copied as is with no changes. This is a one-time registration requirement of member/participant provided your YMCA retains the agreement on file. The "member/children" release should be retained until the children reach the age at which they can no longer file a claim for a loss during their childhood. The limit varies by state (in IL it is two years past the age of majority), so make sure you are informed of the law that applies to your YMCA. Should a member or participant change or alter a release, it is not to be accepted. As a condition of membership or program registration process, YMCAs can deny participation or membership should any one be unwilling to sign a release.

These releases are available in Spanish from YMCA Services Corporation. Please contact us directly for copies at (800) 872-9622 ext. 6524.

MEMBER BEHAVIOR STATEMENT

A membership behavior statement should be added to the application and/or on the registration form. This statement grants the YMCA the discretion to suspend or cancel membership or participation of an individual. A sample statement is:

The (Name of the YMCA) is founded on Christian principles and values and prohibits inappropriate behavior and conduct. This includes, but is not limited to, profanity or abusive language, attire, smoking, use of alcohol or drugs, the removal of YMCA property, or criminal conduct of any type. Such inappropriate behavior or conduct is unacceptable and the YMCA consequently retains the right to deny memberships to its applicants and to revoke a membership of any current member or participant at its sole discretion.

Many YMCAs have undertaken the activity of checking their local sexual offender registries against their membership lists. This is an aggressive way to ensure that there are no pedophiles lingering around the YMCA with alternative motives, even though they may have properly enrolled or joined as members.

If your YMCA determines that a member is a registered sexual offender, the YMCA should consider sending a letter to the member to inform them that their membership has been terminated and why. If it is a family membership, the YMCA may extend the opportunity for the children and spouse to remain active members - excluding the person named on the registry. In the letter they should inform the person that if they wish to dispute this decision, that they should respond to the YMCA CEO or their designee.

Each situation should be reviewed on a case by case basis to determine if the membership should in fact be terminated. The police should be contacted in an attempt to determine the reason that this person is on the registry or to verify the explanation from the member. Only the CEO, or a small group, should review each case and the discussions should remain confidential. While the sex offender registry is public information, it is not appropriate for members of the YMCA staff or Board to be discussing the private lives of the members. As an example of a situation; if a hit comes back on an individual because they had consensual sexual relations with a 16-year-old when he was 18, the YMCA needs to consider what has been happening since that time. Was it a girlfriend or did he think that she was 18? If the person is 25 now, with a family, and has not had any other convictions on his record, is this person a threat to the children within the facility? Probably not and the person may be allowed to continue membership. However, if the girl was six, there would be a different conclusion and by no means should the individual be allowed to continue membership. Determining the acceptable standards for members is vastly different than employees. Employees and volunteers must be judged with higher standards than members because of the opportunity for contact and relationship building. If an employee has sexual relations with an under aged program participant, it would be a YMCA liability issue. Also, if this person is working with teens there is an opportunity for a similar situation to occur.

Some of the variables to consider:

1. Age of victim?
2. Age of offender?
3. What exactly happened?
4. When did this happen?
5. The lifestyle of the offender since the incident?
6. What is the offender's current situation?

MEMBER
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

IN CONSIDERATION FOR PROGRAMS AND ACTIVITIES of the YMCA for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefor 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 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 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 ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

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 _____ 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 AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date: _____

Signature of Applicant: _____

Print Name: _____

Additional Adult on the Membership

Print Name: _____

Signature: _____

**MEMBER/CHILDREN
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") 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 therefor on account of injury to the person or property or resulting in death of the undersigned or such children 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 ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

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 _____ 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 AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date: _____

Signature of Applicant/Parent: _____

Signature of other Adult: _____

Name of Child in Program: _____

Name of Child in Program: _____

Name of Child in Program: _____

Name of Child in Program: _____

**GUEST
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

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 off-site program affiliated with the YMCA, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that lie or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor 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 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 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 ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

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 _____ 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 AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date: _____ Signature of Non-Member or Guest: _____

Print Name: _____

If you do not want to have a page for each guest, print on 8½" X 14" paper (legal size) with a columns listing date, printed name, and signature. See YMCA Services Corporation resource Guest Waiver - Legal Size.

PARENTAL CONSENT FOR CHILD ACTIVITY OUTSIDE COURSE AND SCOPE OF YMCA PROGRAM AND RELEASE OF WAIVER AND LIABILITY

It is desired by the undersigned, as parents of _____
(Name of Child)
that _____ provide services and activities in the nature of
(Name of Employee)

(Type of Service or Activity)

on behalf of my child. It is completely understood by the undersigned that these are not services provided or sponsored by the _____ thereof (hereinafter "YMCA") and
(Name of YMCA)
that the provision of such services and activities are therefore outside the course and scope of the employment of _____ with the YMCA. However, because I am
(Name of Employee)
desirous of using such employee on his/her outside time for these services, I completely understand that they YMCA is not responsible for undertaking or providing background checks or supervision of such employee relative to these services and activities on behalf of my child.

On my behalf and that of my child, I hereby RELEASE, WAIVE, DISCHARGE, and COVENANT NOT TO SUE the YMCA and all branches thereof, it's directors, its officers, employees and agents from all liability to the undersigned and my child, and any claims or demands therefor on account of injury or death to my child or damage to property, whether caused by the negligence of this YMCA employee or otherwise, regardless of the location of such accident, incident, or act giving rise to such injury, death, or damage.

I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE AND WAIVER OF LIABILITY AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

DATE SIGNATURE OF PARENT

I understand that any such services or activities that I provide for the above-referenced child are not related or otherwise a part of my employment duties and responsibilities with the YMCA and that I have undertaken such services and activities on my own behalf and agree to defend, indemnify, and save and hold harmless the YMCA from any loss, liability, damage, or cost they may incur due to such services and activities.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

DATE SIGNATURE OF EMPLOYEE

MEMBER
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

IN CONSIDERATION FOR "HIGH RISK" PROGRAMS AND ACTIVITIES of the YMCA for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

The undersigned is aware of the different types of activities, equipment, and facilities offered by the YMCA, as described in (name of document describing YMCA Program/Activities) and is aware of the risks inherent in the participation in such activities and use of such equipment and facilities.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

3. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefor 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 is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
4. and next of kin for any loss or damages, and any claim or demands therefor 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 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 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 ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

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 _____ 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 AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date: _____

Signature of Applicant: _____

Print Name: _____

**MEMBER/CHILDREN
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

The undersigned is aware of the different types of activities, equipment, and facilities offered by the YMCA, as described in (name of document describing YMCA Program/Activities) and is aware of the risks inherent in the participation in such activities and use of such equipment and facilities.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") 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 therefor on account of injury to the person or property or resulting in death of the undersigned or such children 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 ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

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 _____ 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 AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date: _____

Signature of Applicant/Parent: _____

Name of Child in Program: _____

Name of Child in Program: _____

Name of Child in Program: _____

Name of Child in Program: _____

SMALL VENDOR

I, _____, in consideration for the right to participate in the Community Health & Wellness Fair (the “Fair”) at (YMCA Name), hereby agree to waive any and all claims for property damage, personal injury, or any other type of loss arising from, occasioned by or caused by my participation in the Fair, against the YMCA, as well as its agents, representatives, and members (collectively the “YMCA”). I further agree to indemnify and hold harmless the YMCA from any damages, claims, demands or suits by any and all persons, firms, or corporations arising out of any act or omission caused by my participation in the Fair. I further understand and agree that I make the above Registration Form strictly at my own risk and subject to all rules and regulations of the Fair. I understand that by submitting this Registration Form, the terms and conditions for participating in the Fair and acknowledge that the YMCA is relying on this agreement in allowing me to participate.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date: _____ Signature of Applicant: _____

Print Name: _____