



# WELCOME TO THE EDWARDSVILLE YMCA

## PRIMARY CONTACT INFORMATION

Edwardsville YMCA Member  YMCA Nationwide Member  Program Participant

Primary Adult Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ 2<sup>ND</sup> Phone: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Gender: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact\*: \_\_\_\_\_ Phone Number: \_\_\_\_\_

\*Other Than Those Listed Above.

## HOUSEHOLD MEMBERS

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Gender: \_\_\_\_\_

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Gender: \_\_\_\_\_

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Gender: \_\_\_\_\_

Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Gender: \_\_\_\_\_

## CONDITIONS OF FACILITY ACCESS

In consideration of being permitted to participate in YMCA activities and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Edwardsville 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:

- 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 or described in their entirety, and with knowledge of the use of safety equipment, without jeopardizing the essential qualities of the activity.
- 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 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.
- 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 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 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.
- 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.
- 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.
- 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.
- Photograph & Video Release: For adequate sufficient consideration the receipt of which is hereby acknowledged, the applicant(s) hereby gives permission for the YMCA to use, without limitation, photographs, film footage or tape recordings which may include the applicant(s) image or voice for purposes of promoting or interpreting YMCA programs. **Initial If You Do Not Give Permission For Photo Release:** \_\_\_\_\_
- Sex Offender Registry: The YMCA conducts regular sex offender screenings on all members, participants and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation and remove visitation access.
- Nationwide Membership Access: By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations 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 any liability for other claims, including loss of property, to the fullest extent of the law.

**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.**

Primary Adult: Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2<sup>ND</sup> Adult: Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Home YMCA (If applicable): \_\_\_\_\_

## COMPLETE FOR PARTICIPANTS UNDER THE AGE OF 18

In consideration of \_\_\_\_\_ (Print Names Of Minors) 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/Guardian Signature: \_\_\_\_\_

Updated: 5/14/18