

New Canaan Community YMCA, Inc.

Acknowledgment of Risk, Waiver, Release, Indemnification and Covenant Not to Sue on Behalf of Minor Caimans Swim Team

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's use of the New Canaan Community YMCA, Inc. ("New Canaan Y") facilities or equipment and/or participation in the New Canaan Y's programs, now or at any time in the future.

Acknowledgment of Risk

I, in my legal capacity as the parent or guardian of the minor named herein, acknowledge and agree that participation in Caimans Swim Team and the use of the New Canaan Y's facilities or equipment comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Caimans Swim Team 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 Caimans Swim Team participation and that said list in no way limits the operation of this Agreement.

Waiver, Release, Covenant Not to Sue & Indemnification

In consideration of _____'s participation in Caimans Swim Team, and his/her use of the New Canaan Y's facilities or equipment, I, _____ as parent or guardian of the minor named above, on behalf of the minor named above, his or her executors, administrators or assigns, and myself, my heirs, representatives, executors, administrators and assigns (hereinafter collectively referred to as "Releasers"), agree to waive, release and discharge the New Canaan Y, its branches, officers, directors, employees, board of directors, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Releasers may have, now or in the future, against Releasees on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the named minor's use of the New Canaan Y's facilities or equipment without regard to location, or participation in the New Canaan Y's programs without regard to location, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

Releasers covenant and agree that they will not assert any claim or initiate any legal or other action against any Releasee with respect to any matter covered by the foregoing waiver and release. Releasers acknowledge and agree that if they should hereafter make against any Releasee any claim or demand or commence or threaten to commence any action, claim or proceeding otherwise prohibited by this Agreement, this section may be raised as a complete bar to any such action, claim or proceeding. Unless prohibited by law, the applicable Releasees may recover from Releasers all costs incurred in connection with such action, claim or proceeding, including attorneys' fees if it is determined that any such action, claim or proceeding is prohibited by this Agreement.

Initial

In consideration of the named minor's participation in Caimans Swim Team, Releasors further agree to indemnify and hold harmless Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's participation in Caimans Swim Team or use of the New Canaan Y's facilities or equipment without regard to location.

Assumption of Risk

I certify that I have full knowledge of the nature and extent of the risks inherent in the named minor's participation in Caimans Swim Team and use of the New Canaan Y's facilities or equipment and that in consideration for the named minor's participation in Caimans Swim Team I am voluntarily assuming said risks. I understand that I am solely responsible for any loss or damage, including personal injury, property damage, or death associated with the named minor's participation in Caimans Swim Team or use of the New Canaan Y facilities or equipment and that by signing this Agreement Releasors release Releasees from all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Caimans Swim Team or use of the New Canaan Y's facilities or equipment. In the event of an emergency requiring medical care, the New Canaan Y is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

Participating in the New Canaan Y's programs or accessing the New Canaan Y's facilities could increase the risk of contracting COVID-19. The New Canaan Y in no way warrants that COVID-19 infection will not occur through participation in New Canaan Y programs or accessing the New Canaan Y facilities.

Releasors expressly agree that the foregoing waiver and release is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, Releasors agree that the balance shall, notwithstanding, continue in full force and effect.

The undersigned hereby gives permission for photos or videos of the undersigned minor while participating in Caimans Swim Team to be used for promotional purposes (Contact Coach if permission **not** given).

I certify that I am 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.

IN WITNESS WHEREOF, this instrument is duly executed this ____ day of _____, in the year _____.

Participant Name (Print Clearly)

Date

Parent/Guardian Signature

Parent/Guardian Name (Print Clearly)