



PENINSULA METROPOLITAN YMCA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

(Guest)

In consideration for 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 to location, 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 participation will, inspect and carefully consider such premises, facilities and affiliated program(s). It is further warranted that such entry into the YMCA or its programs for observation, or use of any facilities or equipment, or participation in such affiliated program(s) without respect to location, constitutes an acknowledgement that such premises, facilities and equipment thereon, and other such affiliated programs 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 PROGRAM AFFILIATED WITH THE YMCA WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assignees, 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 death of the undersigned, whether caused by the ordinary 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, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost that 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 ordinary negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon, or participation 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 Virginia 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, UNDERSTANDS, AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

DATE PARTICIPANT'S SIGNATURE DATE PARTICIPANT'S SIGNATURE
DATE PARENT/GUARDIAN SIGNATURE (IF PARTICIPANT IS UNDER 18) DATE STAFF WITNESS SIGNATURE

PLEASE PRINT:

First Name: Middle Name: Last Name:
Date of Birth: Address:
City: State: Zip: Home Phone: ()
E-mail:

Emergency Contact Information

Name: Phone: ()

Please Check One:

Staff Initials _____

- Guest of Member Trial Pass Greater Richmond Member South Hampton Roads Member
Away (list home branch here)

Facility Pass: Adult \$10.00 (daily) Family \$20.00 (daily) Other: Price Type