

**RELEASE OF LIABILITY  
YMCA OF DANE COUNTY**

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(Participant Name) \_\_\_\_\_ (Date of Birth) \_\_\_\_\_

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(Parent/ Legal Guardian - if Participant is under age 18 or has a guardian) \_\_\_\_\_ (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

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(Address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_

The participant(s) identified below wishes to participate in activities at the Young Men’s Christian Association of Dane County, Inc. (the “**YMCA**”) and, as applicable, use transportation provided by the YMCA. I, the undersigned, recognize that there are inherent risks in transportation and participating in physical activities. I recognize that those risks include damage to property, physical injuries such as broken bones, torn ligaments and head injuries and even death due to things such as vehicular accidents (if the participants uses YMCA transportation), falls, contact with other participants, acts of other participants, mechanical failures and medical conditions. I also recognize that, if the participant participates in activities in a pool, the risks also include possible death by drowning. I further understand that the novel coronavirus, COVID-19 (the “**Disease**”), has been declared a worldwide pandemic by the World Health Organization. I am aware of the contagious nature of the Disease and the risk that the participant may be exposed to or contract the Disease by participating in activities at the YMCA and/or using transportation provided by the YMCA. I understand that such exposure or infection may result in serious illness, personal injury, permanent disability, death or damage to property. I understand that while the YMCA has implemented preventative measures to reduce the spread of the Disease, YMCA cannot guarantee that the participant will not become infected with the Disease while participating in activities at the YMCA or using YMCA transportation and that such participation and, if applicable, use may increase my risk of contracting the Disease.

While recognizing those risks, I wish to voluntarily participate (or, in the case of a minor or other person for whom I am guardian, have him/her participate) in the YMCA activities and, as applicable, use YMCA transportation. I **HEREBY RELEASE THE YMCA, ITS DIRECTORS, OFFICERS, EMPLOYEES AND VOLUNTEERS (the “Released Persons”)** FROM ALL CLAIMS, INJURIES AND DAMAGES THAT I MAY HAVE OR SUFFER (AND/OR, IN THE CASE OF A MINOR OR OTHER PERSON IDENTIFIED BELOW, THAT HE/SHE MAY HAVE OR SUFFER) DUE TO THOSE INHERENT RISKS OF PARTICIPATING IN THE YMCA ACTIVITIES AND, AS APPLICABLE, USING YMCA TRANSPORTATION. THIS RELEASE INCLUDES CLAIMS, INJURIES AND DAMAGES BASED ON THE NEGLIGENCE OF THE YMCA AND/OR THE RELEASED PERSONS, BUT DOES NOT INLCUDE RECKLESS CONDUCT OR INTENTIONAL MISCONDUCT BY THE YMCA OR ITS DIRECTORS, OFFICERS AND/OR EMPLOYEES.

I understand that I should not sign this Release of Liability until I have fully read and understand it and until I agree to the terms and conditions of this Release of Liability. I also understand that I can elect not to participate (or have the minor(s) or other person identified below not participate) in the YMCA activities or use YMCA transportation. I also understand that, **IF I WISH TO NEGOTIATE ANY OF THESE TERMS**, I should contact the Chief Operating Officer of the YMCA at [insert phone number] prior to signing this Release of Liability and that I then should only sign a Release of Liability that incorporates any negotiated changes. The parties agree that this Release of Liability may be executed by electronic signature.

**I HAVE READ THIS RELEASE OF LIABILITY AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY. (Sign here if Participant is age 18 or over and does not have a guardian)**

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Participant’s Signature

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Date

**I CERTIFY THAT I AM A PARENT AND/OR LEGAL GUARDIAN OF PARTICIPANT, AND THAT I HAVE READ THIS RELEASE OF LIABILITY AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY. (Sign here if Participant is under age 18 or has a guardian).**

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Parent/Legal Guardian Signature

Parent or Guardian phone number  
Revised 7-21-2020