

YMCA OF GREATER MONMOUTH COUNTY
LIABILITY WAIVER



RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR ADULTS

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA of Greater Monmouth County 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, acknowledges, agrees and represents that he or she has immediately upon entering or participating, inspected and carefully considered 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 COVENANTS NOT TO SUE the YMCA of Greater Monmouth County, 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 therefore 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, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA of Greater Monmouth County.
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 New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE, AND AGREE TO ABIDE BY THE AGREEMENT SET FORTH. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Adult 1 Name	Signature	Date
Adult 2 Name	Signature	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS

The following information is important for the safety and protection of your child.

I understand that YMCA staff and volunteers are not allowed to baby-sit or transport children at any time outside the YMCA program. If a violation is discovered, the YMCA will take immediate disciplinary action toward staff and/or volunteers.

I understand that staff and volunteers are not allowed to initiate contact with members and program participants outside the YMCA, unless necessary in certain limited cases for the smooth operation of a YMCA program. If deemed necessary, contact should be made with the program participant's parent or guardian. Contact includes, but is not limited to, sharing of phone numbers, email addresses, personal websites and/or web logs. If a violation is discovered, the YMCA will take immediate disciplinary action toward staff and/or volunteers.

I understand that I am not to leave my child* at the YMCA or program site unless a YMCA staff or volunteer is there to receive and supervise my child. I understand that my child must be escorted to and from the program area by me or another person on my authorized list. Children may not just be dropped off at the door.

***Note: The YMCA's policy is that children under the age of 13 may not be alone in our facilities/program sites.**

I understand children should not receive excessive gifts (e.g., toys, video games, jewelry) from YMCA staff or volunteers, and I should report this to a supervisor if they do.

I understand that my child will not be allowed to leave the program with an unauthorized person. Any person authorized to pick up my child, including relatives, must be listed with the YMCA and must be of the age required by this YMCA. Any other alternate pick-up arrangements must be made in writing by a parent/guardian. Phone notification of an alternate pick-up arrangement is only accepted in an emergency.

I understand that should a person arrive to pick up my child who appears to be under the influence of drugs or alcohol, for the child's safety, staff may have no recourse but to contact the police.

I understand that I can help ensure my child's safety by taking an active interest in his or her YMCA experience. I too will monitor volunteer and staff interactions with my child and ask my child specific questions about program activities and volunteer or staff relationships with my child.

I understand that the YMCA is mandated by state law to report any suspected cases of child abuse or neglect to the appropriate authorities for investigation.

Name of Minor(s)	
Parent/Guardian Signature	Date
Signature	Date

WAIVER/CONSENT

I, _____, give my permission to the YMCA of Greater Monmouth County to use my picture or other likeness, or other likeness of any of my children, specifically, _____, in general publicity and campaign materials.

Signature	Date
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COVID-19 RELEASE AND WAIVER OF CLAIMS ADDENDUM (RELEASE)

I hereby acknowledge the health risks and dangers associated Coronavirus, COVID-19. 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 help prevent the spread of the virus. COVID-19 can, among other things, lead to severe illness, personal injury, permanent disability, and death. Participating in YMCA of Greater Monmouth County events, programs, services or accessing the YMCA of Greater Monmouth County facilities could increase the risk of contracting COVID-19. The YMCA of Greater Monmouth County in no way represents or warrants that COVID-19 infection will not occur through participation in the YMCA of Greater Monmouth County programs/services or accessing the YMCA of Greater Monmouth County facilities.

I have read and fully understand and acknowledge the contents of the Release. In exchange for participating in the YMCA of Greater Monmouth County events, programs, services and/or at any of its facilities (collectively, "Participation"), I, for myself and on the behalf of my family, agree that I am voluntarily waiving, releasing, indemnifying and discharging the YMCA of Greater Monmouth County and its officers, directors, employees and volunteers for, from and against any and all liability, damages, and each and every action including, but not limited to, exposure or transmission of the COVID-19 virus (collectively, "Claims") by participation associated with or at the YMCA of Greater Monmouth County.

I represent that I have full authority to sign on behalf of my family and that my signature binds each other person having authority to make decisions on behalf of my family.

My signature below is confirmation that I have read and fully understand and acknowledge the contents of the Release and agree that I am voluntarily WAIVING, RELEASING, INDEMNIFYING and DISCHARGING the YMCA of Greater Monmouth County and its officers, directors, employees and volunteers for, from and against the Claims.

Name	
Signature	Date

620-4817D-THQ

YMCA OF GREATER MONMOUTH COUNTY

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ymcanj.org



Here for all.

Financial assistance is offered
based on availability of funds.