YMCA Staff Initials

OCEAN COUNTY YMCA

GUEST WAIVER
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

I AM A VISITOR FROM THE _____ YMCA

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA for any purposes, 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, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider 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 acknowledgment 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, its directors, officers, employees and agents (hereinafter referred to as "releases") from all liability to the undersigned, his personal representatives, assigns, 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 in death of the undersigned, whether caused by the negligence of the releases 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.

2. **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases and each of them from any loss, liability, damage or cost they may incur due to 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 releases or otherwise.

3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to the negligence of release or otherwise 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 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations statements or inducement apart from the foregoing written agreement have been made.

LAST NAME: _____FIRST NAME_____

ADDRESS:_____

CITY:_____STATE:_____ZIP:_____

BIRTH DATE:_____ PHONE NUMBER:(____)_____

EMERGENCY CONTACT NAME & TELEPHONE:_____

I HAVE READ THIS RELEASE

_____ Print Name _____DATE_____

Signature of Applicant (parent or guardian must sign if under 18)

List Additional Family Members:

_____ _____

Name & Date of Birth Name & Date of Birth

_____ _____

Name & Date of Birth Name & Date of Birth