

**YMCA OF ORANGE COUNTY
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY,
COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT**

Adult Member/Participant Name _____
(Please Print)

Child Member/Participant Name _____
(if applicable) (Please Print)

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the YMCA of Orange County (the "YMCA") and/or for my children listed above to so participate 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, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts the same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FACILITIES OR PROGRAMS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract an illness, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the

undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned understands and agrees that the YMCA is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

The undersigned agrees and acknowledges that use of the YMCA facilities and services, and participation in the YMCA programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, of Releasees 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 acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waives any claim in respect thereof.

The undersigned further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Electronic Signatures. The undersigned expressly agrees that this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT, and any other agreement or document relating to the use of or participation in the facilities, services, and programs of the YMCA (including, without limitation, any membership agreement) by the undersigned or such participating children, shall be valid, binding, and enforceable against the undersigned when executed and delivered by means of (i) an original manual signature, (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce (E-Sign) Act, the California Uniform Electronic Transactions Act (UETA), and/or any other relevant electronic signatures law (collectively, the "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. The YMCA shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of the undersigned and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the Signature Law due to the character or intended character of the writings.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR

INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, Covenant Not To Sue, and Indemnity Agreement and agree to its terms.

Signature

Date

Emergency Contact Name

Emergency Contact Number