

YMCA of Orange County- New Horizons
13821 Newport Ave, Suite 150, Tustin, CA 92780
Phone: (714) 508-7636, Fax (714) 508-7607 newhorizons@ymcaoc.org
Office Hours: Monday – Friday, 10am-2pm

MEMBER APPLICATION FORM

PROGRAM DESCRIPTION

The New Horizons program offers social interaction for developmentally disabled persons by providing opportunities to make friends while exploring California and surrounding regions. Members are given the ability to practice their social skills, travel skills, as well as working within a group.

Members can achieve a sense of independence as they explore their community and surrounding areas without the aid of parents or care providers. Members are able to independently be in a group setting of 10 members to 1 staff. Members can learn new skills, make new friends, and care for their own basic needs.

Parents and care providers entrust the YMCA New Horizons program with the safety and well-being of their loved ones. Our staff accompanies members on all outings and provides supervision on events and overnight trips.

NEW HORIZONS MISSION STATEMENT

To add a meaningful dimension to the lives of persons who are developmentally disabled by providing opportunities for socialization and recreation experiences within the community. Our activities provide an opportunity to increase self-esteem and encourage development of autonomous behavior and self-expression for our members.

WHO WE SERVE

The New Horizons program serves individuals with developmental disabilities and special needs such as down syndrome, cerebral palsy, learning disorders, and autism. Members must be 18 years of age or older.

The New Horizons program has been collaborating with the Regional Center since 1974. Together we have provided families in Orange County with excellent services. As a vendor with the Regional Center, respite hours can be applied to all activities offered by our program. **A reservation must be made for all events as we are on a first-come, first-serve basis.** Payment for events varies with each event and information on deposits and payments will be given prior to time of reservation for the activity and overnights.

We strive to provide each participant with the highest quality of service. Please contact us for an event calendar and/or to reserve a spot at an upcoming activity.

ELIGIBILITY REQUIREMENTS

1. Must be at least 18 years of age to join and 21 years of for all overnight trips.
2. Must be willing and able to take direction from staff.
3. Must not be a danger to himself/herself or others and be willing and able to follow safety rules.
4. Must be willing and able to follow the YMCA code of conduct; no drinking alcoholic beverages, no smoking or engaging in promiscuous behavior; including kissing or touching in an inappropriate manner; no bullying/harassing behavior. Not following code of conduct may result in suspension/disqualification from the program.
5. Parent/Care Providers/Conservators **MUST** be available to pick up participants at any time in case of injury/ illness or behavioral issue.
6. Must be able to participate in a group setting of 10:1. This includes being independent in executing self-care needs, safety awareness, get along within a group setting environment (compromising, taking turns, waiting) If member needs support, a 1:1 aide must be provided by family/caregivers.
7. We strive to provide a **positive and safe work environment** for YMCA staff/members; therefore, **we reserve the right to deny services** to participants/families/care provider(s)/conservator(s) should a situation arise that threatens YMCA staff and/or another members' safety.

I acknowledge I have reviewed and understand the requirements listed above.

Participant Signature

Date

Parent/Care Provider/Conservator

Date

AGREEMENT

I hereby agree that in the event of illness and/or accident, that the YMCA of Orange County will not be held responsible. I further authorize the YMCA of Orange County, or its representative, to take any measure deemed necessary or desirable under the circumstances, in order to aid my member, including surgery and/or medical attention. In the event that my member must be returned home due to an emergency illness or extreme disruptive/noncompliance behavior, I understand that I am responsible for the return transportation and that no refunds/respice hours will be issued. I also understand that the YMCA of Orange County is not responsible for lost or stolen personal items.

Participant Signature

Date

Parent/Care Provider/Conservator

Date

Conservatorship or Guardianship

In consideration of participation in any New Horizons events and trips, we require that Parents/Caregivers inform the YMCA Staff if they have Conservatorship or Guardianship overseeing the welfare of an adult with developmental disabilities.

Being appointed Conservator or Guardian of a person allows Guardian or Conservator to be involved in medical, education, and other decision making when the adult is unable to do so.

- Yes**, I have Conservatorship or Guardianships of _____.

Participant Name

Please attach a copy of the Conservatorship or Guardianship.

- No**, I do not have Conservatorship or Guardianship of _____.

Participant Name

He/She is legally capable of signing his/her own name.

Parent/Care Provider/Conservator will inform the New Horizons Staff of any change regarding Conservatorship or Guardianship.

(Print) Parent/Care Provider/Conservator Date

(Sign) Parent/Care Provider/Conservator Date

New Horizons Staff (Sign) Date

**NEW HORIZONS YMCA
Member Reference Sheet**

Member Name: _____ Date of Birth: _____

Home Address: _____ Member Cell Phone: _____

Parent/Care Provider/Conservator Name(s): _____

Parent/Caregiver Home Phone: _____ Parent/Caregiver Cell Phone: _____

Parent/Caregiver Email: _____ OCTA Access ID # _____

Emergency Contact Information (2):

Name:	Relationship:	Address:
Home Phone:	Cell Phone:	Work Phone:

Name:	Relationship:	Address:
Home Phone:	Cell Phone:	Work Phone:

Diagnosis:	

Triggers:	Behaviors:

Strategies/Interventions:

Member uses any special devices or needs any accommodations: ___ Yes ___ No
 If yes, please explain:

Other/Additional Information:

Please note any Psychological Disorder:

Personal Skill Level (please check one per skill)	No Assistance	Some Assistance	Much Assistance
Self-Care Needs			
Able to alert others to their wants and needs			
Limits Own Food Intake			
Handling Money			
General Personal Safety			
Using the Restroom			
Comments:			

New Horizons Staff Dispense Medication:

We ask that if a member is unable to dispense their own medication, please make sure you complete the Medication Log before arriving. Please email newhorizons@ymcaoc.org for document.
 Diet/Restrictions:

Known Allergies:

Medications

Does Member take medication: Yes ___ No ___ Type(s) of medication/condition:

Condition	Medication	Breakfast	Lunch	Dinner	Bed Time

Physician's Name: _____ Phone #: _____

Medical Insurance: _____ Policy #: _____

Program Release Form- For the Administration of Medicine:

The law allows certain persons to assist in carrying out a physician’s recommendation. It is understood that the YMCA New Horizons program is not legally obligated to administer medication to my child or ward. Therefore, I agree to hold the YMCA New Horizons program, its personnel and employees free from any and all responsibility for the results of such medication or the manner in which it is administered and to identify each of them against loss by reason of any civil judgment arising out of these arrangements which may be rendered against them.

In case of emergency, if I or another adult member of my family or residential facility cannot provide needed medical care, I authorize the YMCA New Horizons program to administer first aid and/or obtain “Emergency Medical Treatment” on my behalf. Adult participants who are not conserved or who are not a ward of the court can make their own medical decisions.

Participant Signature	Phone Number	Date
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Parent/Care Provider Signature	Phone Number	Date
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Court Appointed Conservator Signature	Phone Number	Date
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YMCA NEW HORIZONS

1. The YMCA of Orange County welcomes all persons with developmental disabilities and adults with special needs in a group setting of 10:1. New Horizons program offers social interactions, providing opportunities to explore friendships, independence as they socialize and recreational experiences within the communities.

2. The YMCA has the obligation to ensure the physical and emotional safety of each of the members entrusted to its care. It is essential that all pertinent information about the member's needs be available to staff from the outset of enrollment and that a continuing bond of trust and mutual partnership exists for the benefit of the member.

3. Parent/guardian has the obligation to disclose significant medical, physical, emotional, psychological, or social behavioral issues, and/or unacceptable sexual behavior at the time of the member's enrollment and on an ongoing basis.

4. Minimal monitoring will be provided as long as it does NOT fundamentally alter the nature of the New Horizons program or constitute an undue burden. Monitoring and supervision will be provided consistent with the responsibilities that all staff have for the safety and well-being of their members. The YMCA is, however, unable to provide one-to-one care for any members except on an intermittent basis, such as injuries and immediate disciplinary issues.

Please note if any of these behaviors are present in your member:

1. Emotional behavioral tendency/issues (happy/sad/frustrated/demeanor/manners)

2. Social behavioral tendency/issues (outgoing/shy/interaction/response)

3. Psychological behavioral tendency/issues (paranoid/schizoid/talks to self/manners/makes up stories/etc.)

4. Sexual behavioral tendency/issues (understands relationships/mating/sexual stimulation)

Aide Policy

For members requiring 1:1 individual support, please adhere to the following guidelines:

- Members must bring their own personal support or aide while with the YMCA New Horizons event.
- Aides must complete a Third-Party Aide/Volunteer application and undergo **fingerprinting and a background check** (at the aide/family's cost) before attending an event.
- New Horizons will cover the cost of admission for one personal aide for regular event.
- All other costs and logistics related to the use of a personal aide are the responsibility of the individual.
- Member signing up for overnight trips who needs a personal support or aide are required to pay for their expenses (lodging, food, admission, airplane/transportation).
- Failure to cancel within the specified timeframe will result in responsibility for both cancellation fees and admission.

Person Financially Responsible for the Participant:

The YMCA New Horizons program requires that someone other than the member be financially responsible on behalf of the member. This ensures that the New Horizons program has a contact and point person with whom we can address all billing inquiries. It is the Parent/Care Provider/Conservator responsibilities to keep track of the participant's RCOC hours to ensure correct hours are used monthly. *YMCA of Orange County New Horizons is NOT responsible for over used RCOC hours, we will try our best to notify family when respite hours are low. Please contact New Horizons office if you have questions about your respite hours.

Financial Aid Application is available upon request to Private Pay members who meet specific qualifications. Financial assistance applies to events only and does not apply to cancellation fees, late pick-up fees, Aide processing fees, and any additional fees unrelated to the event. Failure to pay fees in a timely manner can result in suspension of services.

Name: _____ Phone Number: _____

Email: _____

Address: _____

City/Zip Code: _____

Signature: _____ Date: _____

Event Rules and Other Important Information

1. A reservation must be made for all activities as we are on a first-come, first-serve basis. ALL reservations must be made on New Horizons Wild Apricot: newhorizons.wildapricot.org. Walk-in's may be turned away due to limited space or pre-purchased event tickets.
2. Cancellations must be made in accordance to our cancellation policy (p 10). Events are subject to be changed or canceled within a 24-hour notice of the scheduled event due to weather conditions, headcount, or unforeseen circumstances.
3. Members who does NOT SHOW up for their assigned outing will be charged with a cancellation fee (p.10).
4. New Horizons cell phone is ONLY used for **CURRENT DAY EVENT** usage only. ALL other requests or inquiries please call the New Horizons office, (714) 508-7363, or email, NewHorizons@ymcaoc.org. New Horizons event staff will not respond to your text message or phone call unless you are sign up for CURRENT DAY EVENT.
5. Out of respect of our other tenants in the building, please DO NOT arrive early and wait outside of our office, you will be charged a fee of **\$50**. Our office door is already open 1 hour prior to the event's start. Members must be dropped off for events on-time or may miss the event. If you are running late, please call/text New Horizons cell phone
6. Members must be dropped off for events **on-time** or may miss the event. If you are running late, please call/text New Horizons cell phone
7. Members must be picked up **on time** after the events. If a member is NOT picked up 30 minutes after the event ends, they will be charged a fee of \$2 per minute. Failure to comply with pick-up and drop-off rules can result in termination of services.
8. OCTA Access members **MUST** be picked up within their pickup window time or will be charged a fee of \$2 per minute. We understand that OCTA Access is a form of transportation, however a backup pickup **MUST** be available.
9. All members' medications must be documented to New Horizons, as well as any important information pertaining to medication usage, including if a member is starting or stopping a medication. Any changes in behavior, diets, personal information etc., must be sent to New Horizons in writing.
10. New Horizons will conduct monthly safety drills during events.
11. Participants must sign and agree to the YMCA of Orange County's cellphone Policy (p 13).
12. Parents/Participants must notify New Horizons of any incidents/concerns within 24 hours.

Participant Signature

Parent/Care Provider/Conservator Signature

Overnight Rules and Other Important Information

In addition to the Event rules, the following rules apply to Overnight Events.

Members must be 21 years and older to attend overnight trips and have participated in a minimum of eight events (4 **MUST** be Saturday events).

1. Parents/Care Providers/Conservator must attend a mandatory overnight meeting with the member to go over the itinerary, policies, and overnight waiver (one per year).
2. Parents/Care Provider/Conservator are required to go over the Roommate Policy with the members before each overnight trip (p.14).
3. New Horizons cell phone will be on 24/7 while on overnight trips.
4. Members who require medication to be dispensed by New Horizons must arrive with the medication log completed and medication must be in proper container and label (pillbox tape down or envelope). Medication that is in its original container will not be accepted, with the exception of liquid medication.
5. Parents/Care Providers/Conservators must be available to pick member in case of emergency, illness or behavior issue. If event is out of state, Parents/Care Providers/Conservators must be available for collaboration.
6. Members attending an overnight trip must be able to perform all self-care activities with no staff assistance, monitoring, or 1:1 prompting.
7. Members who require extra assistance must provide their own aide. This aide will be required to take a YMCA approved background check at his or her own cost and the cost of the overnight trip.

Participant Signature

Date

Parent/Care Provider/Conservator Signature Date

**No Show/Late Cancellation Charge
Early Arrive/ Late Pickup/ OCTA Access**

The following chart displays the types of events and their corresponding charges:

Event Type	No-show/Late Cancellation charge	Late cancellation charges effective:
3-6 hour Tues-Friday event	\$40, plus the cost of any pre-purchased tickets	Less than 24 hours before the event start time
7-15 hour Fri/ Saturday event	\$65, plus the cost of any pre-purchased tickets	Less than 72 hours before the event start time
28+ hour weeklong event	\$400, plus the cost of any pre-purchased tickets/ Hotel	Less than 10 days before the event start time
Flying Trips	\$700, plus the cost of any/airfare/ pre-purchased tickets/ Hotel	Less than 18 days before the event start time
Early Arrive	You will be charged a fee \$50. Our office door is open 1 hour prior to the event's start with no fee.	
Late Pickup	If a member is NOT picked up 30 minutes after the event ends, they will be charged a fee of \$2 per minute	
OCTA Access	OCTA Access members MUST be picked up within their pickup window time or will be charged a fee of \$2 per minute. A backup pickup MUST be needed.	
Uber/Lyft	If not picked up, New Horizons staff will call family and verbally request that an Uber/Lyft or parent pick up. Member/ Parents/Care Providers/Conservators will be responsible for the fee. If we are unable to connect, we will have to reach out to the police department for assistance	

Members who are a no-show or cancel late will receive an invoice detailing the missed event.

Cancellations can be made on Wild Apricot within the given time frame or email New Horizons.

PAYMENT MUST BE RECEIVED BEFORE PARTICIPANT IS ABLE TO ATTEND ANOTHER EVENT OR HAVE A CREDIT CARD ON FILE.

Failure to follow the cancellation policy can result in termination of services.

Payment may be made by cash, check or money order.

Please make payment to YMCA of Orange County/ Memo: New Horizons and (date of event)

Member Signature Date

Parent/Care Provider/Conservator Signature Date

SUNSCREEN UTILIZATION PERMISSION

Member Name: _____ Date: _____

For all outdoor day events, New Horizons recommends that members should wear sunscreen prior arriving to the New Horizons outing. As the parent/care provider/conservator of the above member, I give permission for New Horizons Staff to apply sunscreen SPF 15 or higher, as specified below, when he/she will be engaging in outdoor activities during New Horizons events and trips. I understand that sunscreen may be applied to exposed skin, including but not limited to the face, ears, bare shoulders, arms, and legs.

Additionally, I have checked indicated below directives regarding the type and application of sunscreen:

_____ New Horizons Staff may use sunscreen of their choice, in keeping with applicable state standards

_____ I will bring my own sunscreen to New Horizons and apply my own sunscreen

_____ For medical or other reasons, please DO NOT apply sunscreen

(Print) Parent/Care Provider/Conservator Date

(Sign) Parent/Care Provider/Conservator Date

YMCA PHOTO/AUDIO VISUAL/NARRATIVE RELEASE

I am 18 years of age or older and, if not, my parent or legal guardian has also provided their consent by signing below.

Consent & License. For my participation in activities to be conducted by the YMCA of Orange County or any of its chartered member associations in the United States (collectively "the Y"), and collaborating third parties, I consent, now and for all time, to the making, reproduction, editing, broadcasting or rebroadcasting of:

- video film or footage of me,
- sound track recordings of me
- photo reproductions of me
- any narrative account of my experience

My consent includes a perpetual license to the Y and collaborating third-parties for the use of the above materials for publication, display, sale or exhibition in promotions, advertising, education and commercial uses. Use includes reproductions in any form and media currently existing or later conceived, adaptations and/or revisions, throughout the world in perpetuity.

I understand and agree there may be no additional compensation for this license, and I will not make any claim for payment of any kind from the Y or collaborating third-parties. I may, or may not be, identified in such licensed uses; however, my name will not be used to endorse any particular products or services.

Ownership, Confidentiality, and Shared Use. With respect to any of the above uses, I further agree:

All works shall belong to YMCA of Orange County;

The Y has no duty of confidentiality regarding any licensed uses;

YMCA of Orange County shall exclusively own all known or later existing rights to the use throughout the world;

The Y and collaborating third-parties may use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose without additional compensation to me.

Release from Liability. I agree that my consent is irrevocable. I hereby release and discharge The Y and collaborating third-parties, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, license grants, uses, or the shared uses of any works or materials referenced herein.

Signature: _____ Date: _____

Printed Name: _____

Address: _____

I am the parent or legal guardian of (participant). I hereby consent and grant the licenses detailed in the foregoing on behalf of my participant.

Signature of parent or legal guardian: _____

Printed name: _____

YMCA of Orange County Cellphone Policy

We would like to take this time to explain our cell phone & electronics policy. Focusing on social responsibility, and development of participants, we allow the use of participants' personal cell phones and electronics. The participants have standards that need to be followed with the use of these electronics. Please review with your participant the below standards that are implemented at the YMCA New Horizons Program. A parent & participant signature is required.

Cell Phone and Electronic Permission

1. New Horizons is not responsible for any lost, broken, or stolen items.
2. New Horizons is not able to monitor messages or internet use on personal devices.
3. New Horizons is not responsible for any cell phone usage or social medial usage outside the YMCA program between members.
4. If you need to voice a concern, contact New Horizons, do not publicize negative comments/feedback on social media.
5. YMCA of Orange County has zero tolerance on bullying or harassment which includes, calls, texts, Facebook, Instagram or any other social media.
6. Members will not use their cell phone or electronics for bullying or harassment during and after New Horizons program with other members. (i.e. inappropriate texts, promiscuous actions, etc.)
7. Each cell phone is for the member's personal use and may not be shared with other participants.
8. During activity times, members are expected to put electronics away to participate in activities.
9. New Horizon's recommends that parents/care providers/conservators monitor phone activity including responsible text messaging and contact numbers.

I have read and agree to the above statements and I give my member permission to use their electronics within the YMCA New Horizons. *I understand that if any of the aforementioned rules are to be violated, while within and/or outside the YMCA New Horizons, there will be immediate actions taken towards disqualification from New Horizons Program.*

Member Signature

Date

Parent/Care Provider/Conservator Signature

Date

DISQUALIFICATION and Suspension from the New Horizons Program

The New Horizons program offers social interaction for adults with developmental disabilities by providing opportunities to make friends, practice their social skills, as well as group sharing. Members can achieve a sense of independence as they explore their community, surrounding areas, and have adventures without the aid of Parent/Care Provider/Conservator.

Parents/Care Providers/Conservators entrust the YMCA New Horizons program with the safety and well-being of their loved ones every event. Our staff accompanies the members on all outings and provides supervision on overnight activities.

We strive to provide a **positive and safe work environment** for YMCA staff/participant; therefore, **we reserve the right to deny services** to Members/ Parent/Care Provider/Conservator(s) should a situation arise that threatens YMCA staff and/or other member(s).

YMCA of Orange County has zero tolerance policy on bullying or harassment in the New Horizons program. The YMCA members will treat all members with respect during and after New Horizons programming in all aspects of safety.

In the case that an incident occurs, New Horizons will set up a meeting with participant, Parent/Care Provider/Conservator, and Regional Service Caseworker to discuss the "matter/subject" before a participant can rejoin the program.

The participant will be on an agreement contract and will oblige by the agreement in order to attend any event. If the member does not comply with the "agreement", the member will be disqualified or suspended from the YMCA New Horizons program.

Failure to comply with Program Rules and Expectations can result in termination of services.

Member Signature _____ Date _____

Parent/Care Provider/Conservator Signature _____ Date _____

**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

TRANSPORTATION PASSENGER PROFILE

MEMBER NAME: _____

MEMBER CELL PHONE #: _____

SITE/LOCATION: New Horizons

BRANCH: YMCA Community Services

HEIGHT: _____

WEIGHT: _____

HAIR COLOR: _____

EYE COLOR: _____

DOB: _____

OCTA ACCESS ID #: _____

For identification purposes, please attach a recent photo:

NH Staff USE ONLY:

- Waiver of Liability
- Events Waiver/Policy
- Overnight Waiver/Policy
- Photo/Video Release: YES NO
- Sunscreen: YES NO
- Conserved: YES NO
- Cellphone Policy
- Cancellation Policy
- Disqualification
- IPP

Staff Signature

Date

ATTACH PHOTO HERE