

MINNESOTA YMCA YOUTH IN GOVERNMENT REGISTRATION AGREEMENT

STUDENT AGREEMENT

As a participant in Minnesota YMCA Youth in Government, I realize that such a privilege involves certain responsibilities. I have read and agree to abide by the Code of Conduct, understanding that all rules and regulations exist for the good of the program. I further understand that if my conduct does not meet these standards, I relinquish the right to all program opportunities and I may be returned home immediately, at my own or parents' expense without refund of fees or other amounts paid. I acknowledge that my participation in Minnesota YMCA Youth in Government programs indicates personal acceptance of the Code of Conduct and all program rules. I have read this registration agreement; have read the Code of Conduct and agree to the terms in each document.

PARENT AGREEMENT

I hereby authorize my child to participate in all activities of Minnesota YMCA Youth in Government and authorize my child to be absent from school during the days of the session. I understand that my child will participate in various meetings and program events; will travel to the meeting facilities and other sites as designated; and reside in a designated hotel under the supervision of his/her local Youth in Government delegation advisor.

I understand that some of my child's biographical data may be included in a participant directory for distribution to other delegates, adult advisors, program sponsors and others. I understand that all photos, images and recordings (audio, visual and others) are property of the YMCA of the Greater Twin Cities; that they can be used hereafter without further permission, which may include use for promotional purposes, marketing materials and YMCA websites. I have read this registration agreement; have read the Code of Conduct and agree to the terms in each document.

In consideration of participating in Youth in Government activities and for other goods and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, the local Delegation, the YMCA of the Greater Twin Cities and their owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees", on behalf of myself and my children, parents, heirs, assigns, personal representative and estate and also agree as follows:

- (1) I acknowledge that participating in these activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include but are not limited to broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
- (2) I expressly accept and assume all of the risks inherent in these activities or that might have been caused by the negligence of the Releasees. My child's participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that even conditions are unsafe or that my child is unable to participate due to physical or mental conditions, then I will immediately discontinue participation.
- (3) I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Releasees from any and all claims, demands or causes of action which are in any way connected with my child's participation in these activities or our use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct or conduct that constitutes greater than ordinary negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- (4) I represent that I have adequate insurance to cover any injury or damage I or my child may suffer or cause while participating in this activity or else I agree to bear the costs of such injury or damage myself. I further represent that my child has no medical or physical conditions which could interfere with his/her safety in these activities or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
- (5) In the event that I file a lawsuit, I agree to do so in the state where the Releasee's facility is located and I further agree that the substantive law of that state shall apply.
- (6) I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

In the event that my child needs immediate medical attention, I authorize YMCA staff to give my child reasonable first aid and to arrange for transport to a health care facility for emergency services as needed. I agree to the release of any records necessary for treatment, referral, billing or insurance purposes. The YMCA receives medical information on participations that may need to be shared with medical providers.

I give permission for my child to be transported by the YMCA as needed for field trips, inclement weather or late pick up. I also give my permission to participate in walking field trips. I hereby acknowledge that the YMCA will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at the YMCA that indicates otherwise.

If my child requires use and administration of an epi-pen, prescription or over-the-counter medication, it is my responsibility to ensure that the epi-pen or medication are on my child or within his/her personal belongings every day of the program. If YMCA staff is required to administer and use the epi-pen and/or medication, I agree to forever release and discharge the YMCA and its directors, officers and employees from any and all liability arising out of or resulting from use or administration of the epi-pen and/or medication.

By agreeing to this document, I agree that if my child is hurt or has property that is damaged during participation in these activities, then I or my child may be found by a court of law to have waived or right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. In consideration of my child being permitted to participate in these activities, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of my child or are in any way connected with such participation by my child.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to agreeing. Also, I understand that these activities might not be made available or that the cost to engage in these activities would be significantly greater if the YMCA did not utilize waivers as a method to lower insurance and administration costs. I acknowledge that certain sections of this waiver may not apply to me or my child but agree to be bound by any applicable language. I have read and understood this document and the Code of Conduct and agree to be bound by their terms.

I UNDERSTAND THAT THE DEPOSIT IS NOT REFUNDABLE AND THAT INSTALLMENT PAYMENTS ARE NOT REFUNDABLE AFTER THE RESPECTIVE PAYMENT DEADLINE HAS PASSED - AND THAT NO FEES OR OTHER AMOUNTS PAID WILL BE REFUNDED IF MY CHILD IS SENT HOME FOR DISCIPLINARY REASONS.