

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in YMCA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of the Greater Twin Cities (hereinafter referred to as YMCA) and its 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 YMCA 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; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; 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 this activity or that might have been caused by the negligence of the Releasees. My/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 event conditions are unsafe or that I or my child are unable to participate due to physical or medical 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/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 I/my child have no medical or physical conditions which could interfere with our 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 Releasees' 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.

Parent/Guardian Authorization Section -- Transportation/Medical

1. In the event that I/my child need immediate medical attention for injuries received while participating in a YMCA program, I authorize the YMCA staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a health care facility for emergency services as needed. I understand that I may be asked to isolate myself or my family and may be asked to leave camp early if I display symptoms of illness such as COVID-19.
2. I give permission for myself and/or 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.
3. I also give permission for myself or my child to enter Canada with the YMCA. I also understand that I/my child will need to bring our passport to camp if the trip involves such travel to Canada.
4. 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.
5. I agree to the release of any records necessary for treatment, referral, billing or insurance purposes. The YMCA receives medical information on campers/participants that may need to be shared with medical providers.
6. If I or 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 and/or medication are on me or my child or within our 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.
7. I agree to take personal responsibility for myself and my family while participating in this program. Personal responsibility may include but not be limited to; initial temperature monitoring upon arrival, self-monitoring temperatures, each day, following social/physical distancing protocols, and following appropriate hand-washing, cleaning and sanitation practices as defined by the camp and for as long as this is deemed necessary for the safety and protection of all participants and YMCA team members by the MDH, and the CDC.

General

1. I hereby release all pictures of myself or my child taken by the YMCA for promotional purposes and programming materials including the YMCA website.
2. I give my permission for the YMCA to administer sunscreen as needed and to change my child's diaper while my child is in their care.
3. I acknowledge that certain sections of this waiver may not apply to me and/or my child and the programs or activities that we have chosen but agree to be bound by any applicable language.

By signing this document, I agree that if I or my child is hurt or our property is damaged during participation in these activities, then I or my child may be found by a court of law to have waived our right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if the YMCA did not utilize waivers as a method to lower insurance and administrative costs. I have read and understood this document and I agree to be bound by its terms.

COVID-19 Provision

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The YMCA of the Greater Twin Cities (YMCA-GTC) has put in place preventative measures to reduce the spread of COVID-19; however, YMCA-GTC cannot guarantee that any patron will not become infected with COVID-19. Further, entry upon the premises of the YMCA- GTC and any activities participated in could increase the risk of contracting COVID-19 for participants that attend the event.

By signing this agreement, you are acknowledging the following:

1. I acknowledge that I am voluntarily entering the premises of the YMCA-GTC site for purposes of patronizing space for my personal benefit, and the value of such benefit is sufficient consideration for my voluntary execution of this agreement.
2. I further acknowledge and voluntarily assume the risk that I or my participants may be exposed to or infected by COVID-19 by patronizing YMCA-GTC site and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at YMCA-GTC site may result from the actions, omissions, or negligence of myself and others, including, but not limited to, employees, guests, vendors, agents, representatives, and any others present on the premises of the event.
3. I further acknowledge and voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my presence at the YMCA-GTC or services performed at my request at the YMCA-GTC site. I hereby release, covenant not to sue, discharge, and hold harmless the Business, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of YMCA-GTC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my visit to the site.

This agreement shall remain in full force and effect at any and all locations of the Business operating under common ownership until the World Health Organization declares a completion of the worldwide pandemic related to COVID-19.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____