

# 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 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 participation in these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue my 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 participation in these activities, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct.** 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 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 have no medical or physical condition which could interfere with my 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.

**By signing this document, I agree that if I am hurt or property damaged during my participation in this activity, then I 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 I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

## AUTHORIZATION

- 1. In the event that I need immediate medical attention for injuries received while participating in a YMCA program, I authorize the YMCA staff to give me reasonable first aid, and to arrange transport of myself to a health care facility for emergency services as needed.
- 2. I give permission for myself 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 to enter Canada with the YMCA. I also understand that I will need to bring my passport to camp if the trip involves such travel to Canada.
- 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 require 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 within my personal belongings every day of the program. If YMCA staff are 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.

I agree to the volunteer or camper code of conduct.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (with area code) \_\_\_\_\_ Date \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH THE REGISTRATION FORM**