



**Battle Creek Family YMCA
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

In consideration for being permitted to utilize the facilities and programs at the YMCA for any purpose, including, but not limited to observation or use of facilities, equipment or participation in any program affiliated with the YMCA, without respect for location. The undersigned, for himself or herself and any personal representative, heirs, and next of kin, hereby acknowledge, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities, equipment or participation. In such, affiliated programs constitute an acknowledgement that such premises and all facilities and equipment thereon, and such affiliated programs have been inspected and carefully considered. The undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATIONS OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. **THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE YMCA**, the directors, officers, employees and agents, (hereinafter referred to as "releases") from all liability to the undersigned, his personal representatives, assignees, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person, property or resulting in death of the undersigned. Whether caused by the negligence of the release or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment. Therein, or participating in any program affiliated with the YMCA, without respect to the location.
2. **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the release and each of them from any loss, liability damage or cost they may incur due to the presence of the undersigned in, upon or about the YMCA premises or in any way observing of using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by negligence of the releases or otherwise.
3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to negligence of release or otherwise while in, about or upon the premises of the YMCA and/or while using the premises of any facilities or equipment thereon or participating in any program affiliated with the YMCA.

THE UNDERSIGNED, further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS AND RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no real oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE:

PARENT OR GARDIAN'S SIGNATURE (if under 18):

DATE: ____/____/____

MINOR(S) PRINTED NAME(S): _____

SIGNATURE: _____

PRINTED NAME: _____

SIGNATURE: _____

Staff Initials _____