



# Tri-Cities Family YMCA 2018 Release, Indemnification, and Hold Harmless Agreement- Please read carefully

In consideration of the following minors: \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless **Tri-Cities Family YMCA** and its directors, officers, employees, agents, volunteers, participants, and all other person 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 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.

1. I hereby consent to the above persons participating as a **Program Participant** at the Tri-Cities YMCA. I recognize 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. I understand such risk cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I understand that it is the express intent of Tri-Cities Family YMCA programs to provide for the safety and protection of my child and, in consideration for allowing my child(ren) to use these facilities, I hereby forever release the Tri-Cities Family YMCA programs, its officers, employees, teachers, and coaches, from all liability for any and all damages and injuries suffered by my child, family member while under the supervision, instruction, or control of the Tri-Cities Family YMCA programs. As legal guardian of the aforementioned person or any member of my family, I hereby agree to individually provide for the possible future medical expenses which may be incurred by my child as a result of any injury sustained while training at, or performing for Tri-Cities Family YMCA programs.
3. This acknowledgement of risk and waiver of liability, having been read thoroughly and understood completely, is signed voluntarily to its content and intent. I promise not to sue.
4. I hereby give permission to trained medical professionals to administer emergency medical treatment to my child should sickness or accident occur in my absence.
5. Expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event that one ore more clauses of this Agreement is found to be unreasonable, unenforceable, illegal, or overbroad by a court of competent jurisdiction, I agree that the Agreement will remain in full force and effect except for the unreasonable, unenforceable, illegal, or overbroad provision, the remaining portions shall remain in full force and effect.

I have read, understand and agree with the policies and liabilities on this form, and should I choose to do so, consult with legal counsel prior to signing. I understand that this activity might not be made available to me if I were to choose not to sign this Agreement, and agree that the opportunity to participate at the stated cost in return for the execution of this Agreement is a reasonable bargain.

Parent/Guardian Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date; \_\_\_\_\_

**I give the Tri-Cities Family YMCA permission to use photographs of my minor child(ren) at the discretion of Tri-Cities Family YMCA Staff. This may include (but not limit to) promotions and advertising used by Tri-Cities Family YMCA .**

Parent/Guardian Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date; \_\_\_\_\_

Participant #1 Name \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_

Participant #2 Name \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_

Participant #3 Name \_\_\_\_\_ DOB \_\_\_\_\_ Age \_\_\_\_\_

Address \_\_\_\_\_ City/Zip \_\_\_\_\_

Parents Name: \_\_\_\_\_ Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone \_\_\_\_\_