

Tri-Cities Family YMCA Program Participant Waiver

Assumption of the Risk and Waiver of Liability Relating to Injury and Illness

It is the express intent of the Tri-Cities Family YMCA to provide for the safety and protection of all program participants. The Tri-Cities Family YMCA has put in place preventative measures to reduce the spread of illness/viruses; however, **the Tri-Cities Family YMCA cannot guarantee that you or your child will not become infected with an illness/virus.** Participation could increase your risk of contracting an illness, virus, or sustain an injury.

READ CAREFULLY BEFORE SIGNING

By signing this agreement, I acknowledge the contagious nature of certain illnesses and voluntarily assume the risk that I or my child may be exposed to or infected by such illnesses by participation. I understand that such exposure or infection may result in personal injury, illness, permanent disability, and death. I also acknowledge that by participating in programs there are unanticipated risks that include, but are not limited to, broken bones, torn ligaments or other injuries that could result in physical or emotional injury, paralysis or permanent disability, or death. **I understand that these risks at The Tri-Cities Family YMCA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Tri-Cities Family YMCA's employees, volunteers, and program participants and their families.**

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense) of any kind, that I may experience or incur in connection with my participation at the Tri-Cities Family YMCA. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Tri-Cities Family YMCA, 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 the Tri-Cities Family YMCA its employees, agents, and representatives, whether an illness, infection, or injury occurs before, during, or after participation at the Tri-Cities Family YMCA.

By signing this document, I agree that if I am exposed to or infected by an illness or incur an injury during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I understand that in the interest to maintain an environment that is safe for members, employees, and visitors, the Tri-Cities Family YMCA reserves the right to prohibit access to its facilities to Registered Sex offenders. **Any individual known to be listed on any state or national sexual offender registry will be denied access to the YMCA.**

I hereby give permission to trained medical professionals to administer emergency medical treatment to my child should illness or accident occur in my absence.

If I have signed a separate general waiver of liability connected to my participation at the Tri-Cities Family YMCA, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver. **I have read and understood this document and I agree to be bound by its terms.**

**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.

Signature: _____

Print Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____ **Date:** _____