

MCPHERSON FAMILY YMCA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facility, services and programs of the YMCA, (and/or for my children to so participate) for any purpose, including but not limited to observation or use of facility or equipment, or participation in any offsite program affiliated with the YMCA, undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering or participating, inspected and carefully consider such premises and facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonable suited for the purpose of such observations, use of participation.

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from any liability to the undersigned or such children and all their personal representatives, assigns, heirs, and next of kin, for any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasee or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

4. THE UNDERSIGNED expressly agrees that they are agreeing to the release of photographs and/or video tapes, and the publishing and/or broadcasting of such as to their involvement in the YMCA.

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

5. The YMCA reserves the right to refuse membership to any person, to the extent such refusal is consistent with applicable laws and with the YMCA's policies against discrimination.

6. By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I HAVE READ THIS RELEASE at the McPherson Family YMCA or online via the McPherson Family YMCA website. THIS RELEASE REMAINS EFFECTIVE FOR AN INDEFINATE PERIOD OF TIME.

In Witness Whereof,
this instrument is duly executed this ____ day of _____, in the year of _____.

(Print) Name of Child participating in Y Quest

(Print) Parent's Name

Parent's Signature