



**YMCA OF GREATER LONG BEACH
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and such participating children 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 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 or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all 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 reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION 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 OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, and/or branch affiliates, its directors, officers, employees, and agents (hereinafter referred to in this waiver as "releasees") from all liability to the undersigned or such children and all his or her 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 or activity affiliated with the YMCA. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant, or user of the YMCA premises or participant in YMCA programs or activities.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, claims and/or damage, liens, judgments, penalties, attorneys' and/or consultants' fees, expenses and/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 or activity affiliated with the YMCA whether caused by 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 or activity affiliated with the YMCA.
4. THE UNDERSIGNED acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Long Beach and Los Angeles County, California. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YMCA if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the YMCA immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The YMCA has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the YMCA may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the YMCA's revised procedures prior to utilizing the facilities, services, and programs of the YMCA. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the YMCA, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the YMCA and acknowledges that use thereof by the undersigned and/or such participating children may, despite the YMCA's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

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 California 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 parties agree that the County of Los Angeles, State of California is the appropriate venue for the enforcement or interpretation of this waiver and in the event of litigation, the prevailing party shall be entitled to his/her/their attorney fees and costs from the losing party.

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

I give permission for the YMCA to use any pictures taken for future promotion purposes.

Applicant Name: _____ Date of Birth: ____/____/____

I HAVE READ AND UNDERSTAND THIS RELEASE

Signature of Applicant

Signature of Applicant's Parent/Guardian (if under 18)

Date