

**YMCA PROJECT PLAY INITIATIVE MINOR PARTICIPANT LIABILITY WAIVER,
RELEASE, INDEMNIFICATION OF ALL CLAIMS & COVENANT NOT TO SUE
AGREEMENT**

Assumption of Risk

By participating in the YMCA Project Play Initiative I, in my legal capacity as the parent/guardian of the participating minor(s), ("Minor(s)"), acknowledge and agree that any use of the YMCA of Metropolitan Detroit, Ann Arbor YMCA, Monroe Family YMCA or YMCA of the Blue Water Area (hereafter referred to as "YMCA") facilities, services, equipment, and premises ("Facilities") and any participation in YMCA programs, programs affiliated with YMCA, without respect to location, and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) minor to severe and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) exposure to sickness or disease. I voluntarily, for myself and Minor(s), accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE AGREEMENT AND AGREE TO THE FOLLOWING:

In consideration of Minor's/Minor(s)' use of Facilities and participation in Programs I, in my legal capacity as parent/guardian of Minor(s), agree on behalf of myself and Minor(s) that the YMCA, it's officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees") will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by Minor(s), however occurring including, but not limited to, the negligence of Releasees. I understand that Minor(s) and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or death sustained from the use of Facilities and participation in Programs affiliated with the YMCA, without respect to location.

I further agree, in my legal capacity as the parent/guardian of Minor(s), on behalf of Minor(s), myself, and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Minor(s), myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I, in my legal capacity as parent/guardian of Minor(s), agree on behalf of myself and Minor(s) to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs.

I further expressly agree that the forgoing WAIVER, RELEASE, INDEMNIFICATION AND COVENANT NOT TO SUE 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. I am signing the Agreement, after having carefully read it, of my own free will.

Parent/Guardian Signature

Parent/Guardian Name (Print Clearly)

Date

City and ZIP Code

Minor Name (Print Clearly)

Minor Name (Print Clearly)

Minor Name (Print Clearly)

Minor Name (Print Clearly)

Minor Name (Print Clearly)

Minor Name (Print Clearly)