



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## **YMCA Participation Waiver**

YMCA of Metropolitan Detroit

Participant Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING YMCA OF METROPOLITAN DETROIT FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR.

### **Assumption of Risk**

I, in my individual capacity and in my legal capacity as the parent/guardian of any minor on my YMCA account ("Minor"), acknowledge and agree that any use of the YMCA of Metropolitan Detroit's (YMCA) facilities, services, equipment and premises ("Facilities") and any participation in YMCA programs and activities ("Programs") involves active participation in athletic, recreational sport and camping activities and comes with inherent risks including, but in no way limited to: (1) minor to severe personal injury, (2) property loss or damage, (3) disability, (4) death, and (5) exposure to sickness or disease. I voluntarily, for myself and any Minor, accept and assume these risks as well as any and all other inherent 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 Agreement.

### **Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my and any Minor's use of Facilities and participation in Programs, I, the undersigned in my individual capacity and in my legal capacity as the parent/guardian of Minor, agree that the YMCA, its officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees") will not be liable for any personal injury, property loss or damage, disability, death, sickness or disease incurred by myself, any Minor, however occurring including, but not limited to, caused by any inherent risks contemplated above and/or the negligence of

Releasees.

I further agree, on behalf of myself and any Minor, and any and all legal successors and proxies of myself and any Minor, to RELEASE AND WAIVE RELEASEES FROM AND COVENANT NOT TO SUE RELEASEES FOR any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and Minor 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, diseases 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.



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In further consideration of the use of Facilities and participation in Programs, I, in my individual capacity and in my legal capacity as the parent/guardian of Minor, agree on behalf of myself and Minor 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 by myself, any Minor. I further certify that I am of lawful age and otherwise legally competent to sign this Agreement and have the legal capacity to act as the parent/guardian of any Minors. I further understand that the terms of this Agreement are legally binding and certify that I am agreeing to these terms and conditions, after having carefully read them, of my own free will.

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Minor Name (Print Clearly)

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Date

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Parent/Guardian Signature

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Parent/Guardian Name (Print Clearly)