

## Keene Family YMCA

### Release and Waiver of Liability / Indemnity Agreement / Photo Release

In consideration of gaining membership or being allowed to participate in the activities and programs as a guest or via the YMCA Nationwide Membership Program of the Keene Family YMCA and to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, 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. I do hereby waive, release and forever discharge the Keene Family YMCA and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liabilities for injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned facilities or arising out of my participation in any activities as said facility. I do also hereby release all those mentioned and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities of the YMCA or the use of any equipment at the YMCA. I agree to adhere to all policies set by the YMCA as written in the YMCA Membership Handbook.

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 PARTICIPATE IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA THE UNDERSIGNED HEREBY AGREE TO THE FOLLOWING.

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE THE YMCA, its directors, officers, employees, and agents (hereinafter referred to as "Releases") from all liability to the undersigned, his 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 of resulting in death of the undersigned, whether caused by the Negligence of Releases or otherwise while the undersigned is in, upon, or about (the premises or any facility or equipment therein or participating in any program affiliated with the YMCA)  
(PLEASE INITIAL \_\_\_\_\_)
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned 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 Releases or otherwise.  
(PLEASE INITIAL \_\_\_\_\_)
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of Releases 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.  
(PLEASE INITIAL \_\_\_\_\_)
4. The YMCA does not condone staff privately providing services for members or program participants. Parents understand that the YMCA is not responsible for staff who conduct outside employment and hereby release the YMCA from any liability for acts or omissions of any staff who provide services outside of YMCA employment.  
(PLEASE INITIAL \_\_\_\_\_)
5. By signing this agreement, I hereby give my permission for the YMCA to take my photograph or a photograph of my child(ren) and use or publish this likeness for YMCA purposes, and I release the YMCA from any claims for such use.  
(PLEASE INITIAL \_\_\_\_\_)
6. By signing this agreement, I hereby affirm that I am not on the sexual offender registry. Persons on the list will not be eligible for YMCA membership (PLEASE INITIAL \_\_\_\_\_)
7. Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Keene Family YMCA programs or accessing Keene Family YMCA facilities could increase the risk of contracting COVID-19.** Keene Family YMCA in no way warrants that COVID-19 infection will not occur through participation in Keene Family YMCA programs or accessing Keene Family YMCA facilities.  
(PLEASE INITIAL \_\_\_\_\_)

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, AND PHOTO RELEASE is intended to be as broad and inclusive as is permitted by law of the State of New Hampshire and that is any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND PHOTO RELEASE, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THE RELEASE:

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PRINTED MEMBER NAME

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MEMBER SIGNATURE

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Y STAFF INITIALS

**THIS MUST BE SIGNED AT THE KEENE FAMILY YMCA – ALL OTHER INFORMATION CAN BE FILLED OUT PRIOR**