



## Membership Program Form

Unit ID# \_\_\_\_\_

### RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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In consideration of membership current or new, or participating in YMCA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of the Cedar Rapids Metropolitan Area and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in YMCA activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. "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."



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**Activities included but not limited to:**

Adaptive Swim lessons, Adventure Guides, Adventure Trips-Canoe, Rock Climb, Cave, American Kenpo, Basketball Programs, Cabin Campers Programs, Canoeing, CIT, Climbing Tower, Competitive Swim Programs, Competitive Stroke Development, Day Camp Programs, Eggstravaganza, Family Camp Programs, Flag Football Programs, Golf Classic, Halloween Camp, Horseback Programs, Kickball, Lifeguard Training-Red Cross, LIT, Massage, Mighty Mites, Mighty Sluggers-coed, Mother Daughter Camp, Parent Night Out, Personal Training, Ranger Programs, Rock Climbing/Repelling, Rookie Swim Camp, Soccer Programs, Spring Fling Camp, Stoney Stunner Kids Fun Run, SwampFox3-on-3 Basketball, Swim Lessons Adult - Youth, Tae Kwon Do, Tee Pee Village Programs, Treadmill Trekkers, Visitor Day Passes, Volleyball Programs, Wapsie Camp Retreats, Wapsie Campouts, Wapsie Team Building Programs, Water Movement, Water Stamina Programs, Water Acclimation Programs, White Water Rafting, Wilderness First Aid, Wilderness, Education, Winter Camp, shooting sports, riflery, Archery

The above list is not intended to be and is not exhaustive. There may be YMCA activities the undersigned participates in which are not listed above; but said activities are intended to be and are included in the terms and conditions of this release.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

Further, I grant the YMCA of the Cedar Rapids Metropolitan Area permission to use photos and/or videos of myself and/or my family taken during YMCA programs, classes and activities to be used in its promotional materials, locally and nationally and grant the YMCA of the Cedar Rapids Metropolitan Area permission to send SMS text notifications to my mobile phone and/or devices.

Lastly, the YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

**Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **DOB** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone ( \_\_\_\_\_ )** \_\_\_\_\_ **Date** \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_  
\_\_\_\_\_

-(PRINT minor's names) - being permitted membership current or new or to participate in activities, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

**Parent or Guardian** \_\_\_\_\_ **Print Name** \_\_\_\_\_ **Date** \_\_\_\_\_