# Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your partnership in the YMCA of Greater Hartford (YMCA) Programs, now or at any time in the future.

#### Acknowledgment of Risk

I hereby acknowledge and agree that participation in any YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with any YMCA participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with YMCA participation and that said list in no way limits the operation of this Agreement.

### Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through personto-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in YMCA programs or accessing YMCA facilities could increase the risk of contracting COVID-19.** The YMCA in no way warrants that COVID-19 infection will not occur through participation in YMCA programs or accessing YMCA facilities.

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

In consideration of my participation in YMCA programs, I,

\_\_\_\_\_\_\_\_, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators and assigns, HEREBY DO RELEASE the YMCA of Greater Hartford, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against YMCA of Greater Hartford on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the YMCA of Greater Hartford facilities/equipment or participation in YMCA of Greater Hartford programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my participation in any YMCA program, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death.

I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation.

Initial

Initial

I further certify that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this day \_\_\_\_\_/\_\_\_/\_\_\_\_

mm/dd/yyyy

Participant Signature

Participant Name (print Clearly)

## PHOTO/TALENT RELEASE

I hereby irrevocably release, consent and allow the YMCA and its agents to use my photograph, likeness, voice, as it pertains to my participation with the YMCA, in any manner for promotional efforts without expectation of any reimbursement for its use. My initials here revoke photo/talent release \* \* \* \* \* \* \* \* \* \*

## Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

## This Minor Waiver incorporates the same language from above for the Acknowledgment of Risk, COVID-19 Warning & Disclaimer, and Waiver, Release, Indemnification & Covenant Not to Sue

I, in my legal capacity as the parent/guardian of the minor(s) named below, do hereby acknowledge and agree that participation in YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with any YMCA participation. Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. The YMCA in no way warrants that COVID-19 infection will not occur through participation in YMCA programs or accessing YMCA facilities.

In consideration of the minor(s) named below participation in YMCA programs, I, \_

\_\_\_\_\_\_\_, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrator, and assigns, HEREBY DO RELEASE YMCA's employees, volunteers, agents, representatives and insurers ("Releasees") from any cause of action, claims, or demands, of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the names minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of YMCA facilities/equipment or participation in YMCA Hartford Programs.

Printed Name	Date of Birth
Printed Name	Date of Birth

Member ID \_