



RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in YMCA activities, and for other good and valuable consideration, I hereby agree to **release** and **discharge from liability** arising from negligence **Kenosha YMCA** 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 or participation by any minor on this membership 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 or any of the minors on this membership are 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 or any minors on this membership participation in this activity, or my or any minors on this membership 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 or any minors on this membership 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 or any minors on this membership have any medical or physical condition which could interfere with 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.

By signing this document, I agree that if I or any minor(s) that I have registered am hurt or my property is damaged during 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.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.

Signature_____

Print Name_____

Address_____

City_____ State_____ Zip_____

Telephone_____

Today's 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 to participate in this activity, 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.

Signature of
Parent or Guardian_____

Print Name_____ Date_____