

MEMBER RELEASE and WAIVER of LIABILITY and INDEMNITY

In consideration of utilization of the facilities, equipment, or participation in a program (on or off-site) of the YMCA for any purpose, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees, and represents that he or she has, or immediately upon entering or participating, will inspect and carefully consider such premises and facilities, equipment or participation as safe and reasonable suited for the purpose of such observation, use or participation.

- THE UNDERSIGNED (on his/her behalf, and behalf of any minors on the account) hereby releases, waives, discharges and covenants not to sue the Y and all branches thereof, its directors, officers, employees and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any loss or damages and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with the Y.
- THE UNDERSIGNED (on his/her behalf, and behalf of any minors on the account) hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage for cost they may incur due to the presence of the undersigned in, upon or about the Y premises or in any way observing or using any facilities or equipment of the Y whether caused by the negligence of the releasees or otherwise.
- THE UNDERSIGNED (on his/her behalf, and behalf of any minors on the account) hereby assumes full responsibility for all risk of bodily injury, death or property damage due to negligence of release or otherwise while in about or upon the premises of the Y and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Y.
- THE UNDERSIGNED (on his/her behalf, and behalf of any minors on the account) further expressly agrees that the foregoing Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.
- THE UNDERSIGNED (on his/her behalf, and behalf of any minors on the account) has read and voluntarily signs the Release and Waiver of Liability and Indemnity Agreement and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date:

Signature of Applicant:

Signature for additional minor children on the account:

Print Name: