

YMCA OF THE NORTH SHORE, INC.

**RELEASE AND WAIVER OF LIABILITY/
INDEMNITY AGREEMENT/
PHOTO RELEASE**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA for any purpose, including but not limited to observation of use of facilities or equipment, or participation in any off-site program affiliated with the YMCA., 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, further warranted that such entry into the YMCA for observation or use of any facilities, or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

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 PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- #1. THE UNDERSIGNED HEREBY RELEASES, WAIVES. DISCHARGES AND CONVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers, 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 damage, 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 YMCA).
- #2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees 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 Releasees or otherwise).
- #3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to *negligence* of Releasee 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.
- #4. The YMCA does not condone staff privately providing child care for program participants. Parents or guardians who hire child care providers from among YMCA staff 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 child care outside of YMCA employment.
- #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.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, INDEMNITY AGREEMENT, PHOTO RELEASE is intended to be as broad and inclusive as is permitted by- the law of the State of Massachusetts 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 HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER IF 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 THIS RELEASE

(Signature)