



## **PARTICIPANT AND PROGRAM AGREEMENT AND WAIVER, MINOR COVID WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS & COVENANT NOT TO SUE**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document carefully and in its 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 participation in Sewickley Valley YMCA Programs, now or at any time in the future.

### **Participant and Program Agreement and Waiver**

I, hereby, for myself, family, heirs, executors and administrators waive and release any and all claims and damages I may have against the Sewickley Valley YMCA and their respective agents, representatives, successors, and assigns, for any and all injuries which may be suffered by me, my household, or my family in connection with participating in YMCA activities and programs. I understand that the YMCA assumes no responsibility for injuries or illnesses which I, my household, or my family may sustain as a result of our physical condition, or resulting from our observation of participation in any activity or use of the facilities or equipment used for YMCA activities.

I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness for myself, my household, or my family, which may result from participation in these activities. In the event that I cannot be reached, I authorize the Sewickley Valley YMCA to secure proper treatment for my children.

I understand that all new or renewing members and participants age 18 and over will be required to provide photo identification. The YMCA conducts regular sex offender screenings on all members, participants, and guests age 18 and older. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access. Proper forms of identification may include a license, passport, military, student or state identification card.

I agree on behalf of myself, my household, and my family with YMCA policies and procedures and understand that my/our membership and participation can be revoked without refund for exhibiting inappropriate behavior or abuse toward YMCA staff members, members and/or facilities.

I understand that I have electronic access to the Sewickley Valley YMCA Information and Policy Guide and will be provided a printed copy of such upon request. I/we agree to adhere to all policies set forth by the Sewickley Valley YMCA Information and Policy Guide.

### **Acknowledgment of Risk**

I, in my legal capacity as the parent/guardian of my minor do hereby acknowledge and agree that participation in Sewickley Valley YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Sewickley Valley 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 Sewickley Valley 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 person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Sewickley Valley YMCA programs or accessing Sewickley Valley YMCA facilities could increase the risk of contracting COVID-19. Sewickley Valley YMCA** in no way warrants that COVID-19 infection will not occur through participation in **Sewickley Valley YMCA** programs or accessing **Sewickley Valley YMCA** facilities.

**Waiver, Release, Indemnification & Covenant Not To Sue**

In consideration of my minor’s participation in **Sewickley Valley YMCA**, I, the parent/guardian of a minor, agree to release and on behalf of myself, the minor, my household and my family, and my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE Sewickley Valley YMCA**, 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, their 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, the minor, my household and my family, and my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Releasees 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 **Sewickley Valley YMCA** facilities/equipment or participation in **Sewickley Valley YMCA** 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 minor’s participation in **Sewickley Valley YMCA**, I, the undersigned parent/guardian of my minor, 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 minor’s **Sewickley Valley YMCA** participation.

I hereby certify on behalf of myself and my minor that I have full knowledge of the nature and extent of the risks inherent in **Sewickley Valley YMCA** participation and that I, on behalf of myself and my minor, am voluntarily assuming said risks. I understand that I and my minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, my minor sustains while participating in **Sewickley Valley YMCA** programs and that by signing this agreement I, on behalf of myself and my minor, **HEREBY RELEASE** Releasees of all liability for such loss, damage, or death. I further certify that my minor is in good health and has no conditions or impairments which would preclude his/her safe participation in **Sewickley Valley YMCA** programs.

I further certify that I am 18 years or older and 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.

\_\_\_\_\_  
**PARTICIPANT NAME (PRINT )**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PARENT/GUARDIAN SIGNATURE**

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**PARENT/GUARDIAN NAME (PRINT)**