

# **WEST MORRIS AREA YMCA**

**GUESTS 14 AND OLDER MUST PRESENT A PHOTO I.D.**

## **WEST MORRIS AREA YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA for any purpose, including but not limited to observation or use of the facilities or equipment, 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 respect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities 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 observations, 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 AFFILIATED WITH THE YMCA. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA, its directors, officers, employees and agents (hereinafter referred to as "releases") from all liability to the undersigned, his personal representatives, assigned 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 is in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases 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 or participating in any program affiliated with the YMCA whether caused by the negligence of the releases or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releases or otherwise while in, about or upon the premises of the YMCA and/or while the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the RELEASE-WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey 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 HAD READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral presentations, statements or inducement apart from the foregoing written agreement have been made.

Participant Name \_\_\_\_\_

Date \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_