

Release and Waiver of Liability and Indemnity Agreement

I am signing this Agreement because I want my child(ren), if any, as named below and me to use the facilities, services, or programs of the Mankato Family YMCA (the "YMCA") or because I want the opportunity to provide services to or for the YMCA as a volunteer.

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA, or provide services to or for the YMCA as a volunteer, for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, I, for myself, my child(ren) named below, and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that I have, or immediately upon entering or participating, will inspect 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 or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that I find and accept same as being safe and reasonably suited for the purpose of such observation, use, or participation.

In further consideration of the opportunity for myself or my child(ren), if any, named below, to participate in programs or activities of the YMCA, or for me to provide services to or for the YMCA as a volunteer, whether on YMCA premises or elsewhere:

- **I HEREBY RELEASE, WAIVE, AND DISCHARGE**, both for myself and my child(ren), any and all claims or demands against **AND COVENANT NOT TO SUE** the YMCA, its directors, officers, and employees ("**RELEASEES**") for injury to or death of me or my child(ren), damage to my or my child(ren)'s property, or loss of companionship or affection, whether caused by the negligence of **RELEASEES** or otherwise, that arises or results from my or my child(ren)'s use of facilities, services, or programs of the YMCA or my volunteer service to or for the YMCA including, but not limited to, 1) an act or omission by **RELEASEES**, negligent or otherwise; 2) malfunction or break in equipment or facilities; 3) maintenance of any equipment or facilities, 4) instruction or supervision by **RELEASEES**.
- I fully understand the risk of injury to or death of me or my child(ren) or that of others and of damage to property—mine, my child(ren)'s, or others—that might result from my or my child(ren)'s use of the facilities, services, or programs of the YMCA or my volunteer services to or for the YMCA. Nonetheless, **I ASSUME FULL RESPONSIBILITY FOR THAT RISK**, whether due to negligence of **RELEASEES** or otherwise. My child(ren) and I are in good health, and I know of no reason why my child(ren) or I are not capable of using the YMCA's facilities, services, or programs or I am not capable of providing volunteer services to or for the YMCA.
- **I ALSO AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** the **RELEASEES** from and against any claim for injury to or death of persons, damage to property, or other loss, including without limitation claims asserted by other participants in YMCA programs or activities and members of the public, that the **RELEASEES** may incur due to my or my child(ren)'s use of YMCA facilities, services, or programs, or my volunteer service to or for the YMCA, regardless of whether such claims result from the negligence of the **RELEASEES** or otherwise. This indemnity shall survive my and my child(ren)'s use of any or all YMCA facilities, services, or programs and the completion of any volunteer services I may provide the YMCA.

I INTEND THAT THIS AGREEMENT BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAW OF THE STATE OF MINNESOTA. IF ANY PORTION IS HELD INVALID, I INTEND FOR THE BALANCE TO CONTINUE AND REMAIN IN FULL LEGAL EFFECT.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, HAVE SIGNED IT VOLUNTARILY, AND FULLY UNDERSTAND ITS MEANING. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL I DELIVER A WRITTEN CANCELLATION TO THE YMCA.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE. I understand my photo may be used in Y promotions, and they may send messages/promotional content periodically to me by email.

Printed Name(s) of Child(ren) [If none, write "None."]

Signature of Member, Program Participant, or Volunteer

Date

Printed Name of Member, Program Participant, or Volunteer

Date