FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF METROPOLITAN WASHINGTON ("YMCA") PARTICIPANT WAIVER FORM

ACKNOWLEDGEMENT

I expressly acknowledge that there are certain dangers, risks, illnesses and personal injuries inherent in participating in the YMCA's programs, events, classes, and/or other activities, which may result from unavoidable accidents or injuries, athletic activities, sports programs/classes, the use of any equipment, exercise, or other activities or from my or my minor child(ren)'s or ward(s)' physical condition. I understand that the YMCA and its employees, agents, counselors, teachers, trainers, representatives, successors and assigns assume no responsibility for loss, damage, illness or injury to person or property that I or my minor child(ren) or ward(s), if applicable, may sustain as a result of my or their physical condition or resulting from my or their participation in any activities, programs, events, classes, the use or non-use of any equipment, exercise, horseback riding, archery, field trips, waterfront and pool activities, canoeing/boating, campfires, hiking, high ropes and other challenge courses, or any other activities, classes, events, or programs at and/or sponsored by the YMCA. I expressly acknowledge, on behalf of myself and my minor child(ren) and ward(s), heirs and executors, that I voluntarily assume the sole risk for any and all dangers, illnesses and personal injuries that may result from my or my minor child(ren)'s or ward(s)' participation in any events/activities/programs/classes while at the YMCA and/or sponsored by the YMCA.

I also acknowledge that the YMCA often uses photographs, videotapes, television programs, motion pictures, tape recordings, or other similar media for promotional purposes. I hereby consent to the use of my and/or my minor child(ren)'s or ward(s)' name(s) and/or likeness(es) in such materials to be exhibited and used for advertising, trade purposes, solicitation of patronage, promotional purposes, or other similar purposes, even if my and/or my minor child(ren)'s or ward(s)' name(s) and/or likeness(es) are an integral part of such photograph, videotape, television program, motion picture, tape recording, or other similar media.

RELEASE

In consideration of the YMCA allowing me and/or my minor child(ren) or ward(s) to attend and/or participate in any programs, events, classes, or other activities at the YMCA and/or sponsored by the YMCA, I hereby, for myself, my minor child(ren) or ward(s), heirs, and executors, waive, release and forever discharge the YMCA and its employees, agents, counselors, teachers, trainers, representatives, successors and assigns, from and against any and all rights and claims for any loss, damage, illness or injuries to person or property sustained as a result of my attendance and/or participation in any such programs, events, classes, and other activities, whether or not such loss, damage or injury results from the negligence of the YMCA and its employees, agents, or representatives or from some other cause. My agreement to release the YMCA does not include any loss, damage or injury that results from the YMCA's gross negligence or willful, wanton, or reckless misconduct.

I further waive any and all rights to inspect or approve the photograph, videotape, television program, motion picture, tape recording or other use of my and/or my minor child(ren)'s or ward(s)' name(s) and/or likeness(es), including any written article, script, caption or other writing that may accompany such use of my and/or my minor child(ren)'s or ward(s)' name(s) and/or likeness(es). I hereby, for myself, my minor child(ren) or ward(s), heirs, and executors, waive, release and forever discharge the YMCA and its employees, agents, counselors, teachers, trainers, representatives, successors and assigns, from and against any and all liability, claims, losses, costs, expenses or damages for libel, slander, invasion of privacy, conversion, defamation, appropriation of likeness or any other claim based on the use of my and/or my minor child(ren)'s or ward(s)' name(s) and/or likeness(es) in any such materials.

INDEMNIFICATION

I hereby represent and warrant to the YMCA that I have the authority to execute this Participant Waiver Form on behalf of myself and/or on behalf of my minor child(ren) or ward(s) as parent, guardian and/or next friend, if applicable. In the event of any misrepresentation or breach of the foregoing warranty by me, or in the event that I, my minor child(ren) or ward(s), or any other person nevertheless asserts any claim against the YMCA arising out of my or my minor child(ren)'s or ward(s)' participation in any program, event, class or other activity as set forth herein, I agree to indemnify, hold harmless and defend the YMCA from and against any and all liability, claims, losses, costs, expenses or damages resulting therefrom, including, but not limited to, claims of loss, damage, illness or injury to person or property whether or not such loss, damage, illness or injury results from the negligence of the YMCA or from some other cause.

ACCEPTANCE

I expressly acknowledge and agree to the terms and conditions set forth on this Participant Waiver Form.

Signature of Participant or Parent/Guardian of Participant(s) under the Age of 18 _____ Date _____

Address and Telephone Number of Participant or Parent/Guardian of Participant(s) _____

Name(s) and Age(s) of Participant(s) under the Age of 18, If Any _____

Address(es) and Telephone Number(s) of Participant(s) under the Age of 18 _____

Name of Emergency Contact Person for Participant(s) _____

Telephone Number for Emergency Contact Person for Participant(s) _____