

Paris-Bourbon County YMCA Membership/Participation Waiver

TO BE COMPLETED BY ALL MEMBERS

- **Participant Waiver, Release, Indemnification of All Claims & Agreement Not to Sue**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

Please read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation, damages or obtain any other remedy for any illness, bodily injury, death or property damage caused to you or your minor dependents arising out of participation in Paris-Bourbon County YMCA programs, now or at any time in the future.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK: I hereby acknowledge and agree that participation in membership activities comes with inherent dangers and risks including, without limitation, the risk of physical illness or injury, death or property damage. I have full knowledge and understanding of the inherent dangers and risks associated with membership participation and use of premises, facilities and/or equipment including participation in any program activities conducted offsite for me or any dependent minors, including but not limited to risks of physical or personal injuries including death; any loss or damage to personal property; and any risk of illness, including exposure to and infection with viruses or bacteria. The undersigned assumes full responsibility for and risk of illness, bodily injury, death or property damage to the undersigned and any minor dependent and further acknowledges that the preceding list of risks is not exhaustive of all possible risks associated with membership participation. The above list does not limit the operation of this agreement.

MEMBERSHIP/CODE OF CONDUCT/NATIONWIDE DISCLAIMER: The Paris-Bourbon County YMCA is a charitable, non-profit membership organization. I understand that the YMCA will have no liability or responsibility for any personal and physical injuries including death or for any loss or damage to personal property, sustained by the member(s) while using the premises, facilities and/or equipment including participation in any program activities. I understand that my membership card(s) must be presented to enter the facility. I have received and read the Member Code of Conduct and agree to abide by it and further understand that loaning membership card(s) to another individual is prohibited and will subject member(s) to loss of membership privileges.

PAYMENT OF DUES: I acknowledge that membership dues are paid by monthly bank draft or paid in full for a year. Joining or initiation of membership fees are non-refundable. I understand if my membership lapses for 60 days or more, joining/initiation fees, in addition to membership dues and any and all outstanding balances must be paid in full and will be assessed upon rejoining.

NATIONWIDE MEMBERSHIP: By participating in the YMCA Nationwide Membership Program, I agree to release the 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, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

CANCELLATION OF MEMBERSHIP: The YMCA conducts regular sex offender screenings on all members, participants and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

CORONAVIRUS/COVID-19 WARNING & DISCLAIMER: Coronavirus, COVID-19 and any variations thereof 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 Paris-Bourbon County YMCA programs or accessing Paris-Bourbon County YMCA facilities (including: Main Facilities, Child Development Centers, Pools, Parks & Extension facilities and YMCA lead programs) could increase the risk of contracting COVID-19.** The Paris-Bourbon County YMCA in no way warrants that COVID-19 infection will not occur through participation in any YMCA lead or sponsored programs or accessing YMCA facilities and equipment and that participation in program activities and use of facility equipment and premises has inherent risks and danger.

PHOTO/TALENT RELEASE DISCLAIMER: Photo/Talent Release I hereby irrevocably release, consent and allow the Paris-Bourbon Co. YMCA and its agents to use my photograph/likeness/voice, as it pertains to my participation with the YMCA, in any manner for promotional efforts without expectation of any reimbursement in connection with its use.

WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE: In consideration of my participation in Paris-Bourbon County YMCA membership, I agree and on behalf of myself, my dependents, my heirs, representatives, executors, administrators, and assigns agree and do HEREBY RELEASE Paris-Bourbon County YMCA and its 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 whether passive or active, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Paris-Bourbon County YMCA 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 Paris-Bourbon County facilities, premises, or equipment or participation in YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs.

The Undersigned agrees to **INDEMNIFY AND HOLD HARMLESS**, the YMCA and its Releasees from any and all causes of action, liabilities, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my membership participation that they may incur for any reason whatsoever.

MISCELLANEOUS: I hereby certify that I have full knowledge of the nature and extent of the risks inherent in membership participation and that I am voluntarily assuming said risks on my behalf as well as those of my minor dependents. I understand that this agreement is a promise not to sue and a release of and indemnification for all claims. I understand that this agreement is made on behalf of my minor dependents and I represent that I have full authority to execute this agreement.

The undersigned further expressly agrees that the forgoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Kentucky and that if any portion thereof is held invalid, it is agreed that the rest of the agreement shall, notwithstanding, continue in full legal force and effect.

I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in membership and will report any significant changes that would impair the ability for the safe participation in YMCA membership by myself or my dependents.

Adult Signature _____ Date: _____

Guardian Release of Dependents:

Minor(s) Name(s) on Membership:
