

Date ____/____/____

**Greater Wichita YMCA
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

In consideration for being permitted to enter or use the premises, facilities or equipment of the Greater Wichita YMCA ("YMCA"), receive any of the services furnished by the YMCA, or participate in any of the programs offered by the YMCA, without respect to location, the undersigned, for himself or herself and his or her children under the age of eighteen (18) (collectively, "Minors"), and their respective personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or will immediately upon entering, receiving or participating, inspect and carefully consider such premises, facilities, equipment, services or affiliated programs. It is further warranted by the undersigned that any such entry or use of the premises, facilities or equipment of the YMCA, receipt of services furnished by the YMCA or participation in programs offered by the YMCA constitutes an acknowledgement by the undersigned that such premises, facilities, equipment, services and programs have been inspected and carefully considered by the undersigned and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, receipt or participation by the undersigned and the Minors.

1. THE UNDERSIGNED, ON BEHALF OF HIMSELF OR HERSELF AND THE MINORS, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "Releasees") from any and all liability to the undersigned, the Minors or their respective personal representatives, assigns, heirs, or next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned or any of the Minors, whether caused by the negligence of the Releasees or otherwise while the undersigned or any of the Minors is in, upon, or about the premises of the YMCA, while using any facilities or equipment thereon, while receiving any service furnished by the YMCA or while participating in any program offered by the YMCA, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned or any of the Minors in, upon, or about the premises of the YMCA the undersigned or any of the Minors observing or using any facilities or equipment of the YMCA, the undersigned or any of the Minors receiving any service furnished by the YMCA or the undersigned or any of the Minors participating in any program offered by the YMCA whether caused by the negligence of the Releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of Releasees or otherwise while the undersigned or any of the Minors is in, about, or upon the premises of the YMCA, while the undersigned or any of the Minors is using the premises or any facilities or equipment thereon, while the undersigned or any of the Minors is receiving services furnished by the YMCA or while the undersigned or any of the Minors is participating in any program offered by the YMCA.
4. THE UNDERSIGNED GIVES THE YMCA PERMISSION to conduct a sex offender registry (SOR) check on him or her, each member, visitor, and guest; provided, however, the YMCA shall have no obligation to perform any such check and the YMCA shall have no liability to the undersigned or anyone else for conducting or failing to conduct any such check.

The undersigned further expressly agrees that this Release and Waiver of Liability and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Kansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent permitted by law.

The undersigned has read, understands the terms of and voluntarily signs the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducement apart from those set forth herein have been made by the YMCA to the undersigned.

The undersigned has signed this Release and Waiver of Liability and Indemnity Agreement intending to be legally bound by the terms hereof and for the purpose of the inducing the YMCA to allow the undersigned and the Minors to enter and use the premises, facilities, and equipment of the YMCA, receive services furnished by the YMCA and participate in programs offered by the YMCA. The undersigned acknowledges and agrees that this Release and Waiver of Liability and Indemnity Agreement is a material inducement for the YMCA's authorization for such entry, use, receipt, and participation.

I HAVE READ AND I AM SIGNING BELOW FOR MYSELF AND ALL MINORS ON MY ACCOUNT.

Member/Program Participant printed name

Member/Program Participant signature

Customer ID

Family Member printed name

Customer ID

Family Member printed name

Customer ID

Family Member printed name

Customer ID

Family Member printed name

Customer ID

Staff: _____