

THE FAMILY YMCA (AGES 18+)
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

PLEASE PRINT LEGIBLY (Illegible/Incomplete Waivers Will NOT be accepted)

PARTICIPANT NAME _____ **Birthdate** _____
Address _____ **City** _____ **State** _____ **Zip** _____
Phone _____ **Wk. Ph.** _____ **Email** _____
Emergency Contact Name _____ **Emergency Phone** _____

IN CONSIDERATION to use or participate in all PROGRAMS and ACTIVITIES of The Family YMCA including the climbing Wall for any purpose, including, but not limited to observation or use of all facilities or equipment, or participation in any off-site program affiliated with The Family YMCA, 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, immediately upon entering or participating inspected and carefully considered such premises and facilities or the affiliated program. It is further warranted that such entry into The Family 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 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 observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE FAMILY YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE FAMILY YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE The Family YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with The FAMILY YMCA.
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 in, upon or about The Family YMCA premises or in any way observing or using any facilities or equipment of The Family YMCA or participating in any program affiliated with The Family YMCA whether caused by the negligence of the releasees or otherwise.
3. 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, including The Family YMCA, 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 participation in YMCA programs, and from any liability for other claims, including loss of property, to the fullest extent of the law.
4. I understand that images, video and audio is often used by The Family YMCA for promotional purposes. I hereby give my permission and consent, now and for all time, for The Family YMCA, the National Council of Young Men's Christian Associations of the United States of America (YMCA of the USA) and third parties collaborating with The Family YMCA to make, reproduce, edit, broadcast or rebroadcast any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience at The Family YMCA, for publication, display, or exhibition thereof in promotions, advertising and legitimate business uses without any compensation to, and/or claim, by me. I may, or may not be, identified in such reproductions; however, I shall not be stated by name to have endorsed any particular commercial products or commercial services.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New Mexico 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 HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I accept the Y's right to email /and/ or text breaking notifications and relevant communications. ie; The Y is closing due to the weather. I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE.

Date _____ **Print Name** _____ **Signature*** _____

***Signature of Parent/Guardian if necessary**

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.

Informed Consent for Exercise Participation

Voluntary Participation

I wish to participate voluntarily in exercise activities and/or programs at The Family YMCA exercise facilities. My purpose is to maintain or improve my personal health and fitness. I understand that moderate exercise, when gradually increased in intensity, along with appropriate exercise guidance is recommended and safe for most people. I understand that qualified YMCA staff is available to assist me in learning to use exercise equipment safely. Qualified staff is also available to consult with me about my personal exercise program and special fitness objectives or limitations. If I choose to use equipment within the YMCA facility I understand I must obtain instruction on using the YMCA's equipment or assume responsibility myself if I choose to waive this right. The YMCA will not be held liable for injury or damage.

Medical Evaluation

I understand that it is advisable to obtain a medical evaluation and my doctor's approval prior to initiation of exercise if I meet any of the following risk criteria:

- 1) I do not regularly perform vigorous exercise, and I plan to begin vigorous exercise, AND
- 2) I am above age 40 and male or above age 50 and female OR
- 3) I have two or more coronary risk factors, i.e.,
 - Diagnosed high blood pressure
 - Total serum cholesterol greater than or equal to 240 mg/dl
 - Cigarette smoking
 - Diabetes mellitus
 - Family history of coronary or other atherosclerotic disease in parents or siblings (prior to age 55);

OR

- 4) I have any major symptom or sign suggestive of cardiopulmonary or metabolic disease, i.e.
 - chest pain
 - dizziness
 - swollen ankles
 - known heart murmur
 - irregular or rapid heart rate
 - leg or arm pain with exercise
 - unaccustomed shortness of breath
 - shortness of breath when lying down or late in the day

Exercise Risk

I understand that the risk of injury to the musculoskeletal system, and in rare instances occurrences of heart attack or death, are somewhat increased during exercise. However, these risks must be compared to the overall lower death rates of physically active people.

Participant Responsibilities

I understand that I am responsible for monitoring my own condition at all times. If, during exercise, unusual symptoms occur I will cease my participation and inform the instructor or staff of my symptoms. If such unusual conditions occur, I will be encouraged to visit my doctor for further evaluation. If indicated, YMCA staff will contact Emergency Medical Service (911), and I give my permission to do so.

I agree that I will not use this facility while under the influence of alcohol or other drugs or while experiencing any condition (medical, psychological or chemical) that might impair my ability to make safe and sound judgments affecting my safety and the safety of other participants.

In signing this consent form I affirm that I have read this document in its entirety; all of my questions have been satisfactorily answered, and I understand what I have read. I agree to fully assume my responsibilities which include making arrangements for an appropriate medical evaluation if indicated by the criteria set forth in this document. I affirm that I am 18 years of age or older and eligible for YMCA usage:

Date _____ Print Name _____ Signature* _____

***Signature of Parent/Guardian if necessary**