



MERRIMACK VALLEY YMCA GUEST RELEASE, INDEMNITY, AND ASSUMPTION OF RISK

IN CONSIDERATION of me or my dependent being permitted to utilize the facilities, equipment, services and programs of The Merrimack Valley 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 YMCA, I for myself and on behalf of my personal representatives, heirs, assigns and next of kin.

1. Acknowledge, agree and represent that I have or, immediately upon me or my dependents entrance into or participation with the YMCA, 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 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.
2. Assume the risk of participating in and the utilization of the facilities, services, equipment and programs of the YMCA and/ or any off-site program affiliated with the YMCA, and I agree to expressly and voluntarily assume all costs, risks and full responsibility for any bodily injury, death or property damages arising out of or related to such use and/or participation.
3. Release, waive, discharge my right or my dependents right and covenant not to sue and further agree to indemnify and hold harmless the YMCA and/or its affiliates, board members, donors, officers, employees, volunteers, trustees and agents of the foregoing entities, in their individual and representative capacities, from any and all liability, claims, costs, expenses, attorney fees, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, my minor child, or my/our heirs, or any property belonging to me or my dependent as a result of the participation in or the utilization of the facilities, services, equipment and programs of the YMCA and/ or any off-site program affiliated with the YMCA.

4. Give permission to the YMCA and its affiliates to use, without limitation or obligation, photographs, film footage, tape recordings or other media that may include the undersigned's image or voice for purposes of promoting or interpreting the YMCA.

5. Expressly agree that this **RELEASE, INDEMNITY AND ASSUMPTION OF RISK AGREEMENT** is intended to be as broad and inclusive as permitted by the laws of the State of Massachusetts and shall be governed by and interpreted in accordance with the laws of the State of Massachusetts. In the event that one or more of the clauses of this Agreement is found to be unreasonable, unenforceable, illegal, or overbroad by a court of competent jurisdiction, I agree that the Agreement will remain in full force and effect except for the unreasonable, unenforceable, illegal or overbroad provision(s), and wherever it is reasonably possible to do so, the unreasonable, unenforceable, illegal or overbroad provision(s) may be modified by a court of competent jurisdiction in an attempt to give such provision(s) the maximum effectiveness intended as originally drafted.

6. 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.

I certify that I am at least 18 years of age and I have read, understand, and voluntarily accept the terms of this Agreement and further agree that no oral representations, statements or inducement apart from the foregoing Agreement have been made.

As a community conscious member I will behave in a responsible way that respects the rights, safety and dignity of all YMCA members. As such I agree to; not visit or participate at the YMCA if I have a fever or symptoms of illness. Create a safe and caring environment by abiding by social and physical distancing requirements. Use a face covering or cover my face and nose as appropriate. Follow hand sanitizing and hand washing protocol while in the YMCA. Clean all equipment before and after use. Use one piece of equipment and move to the next after cleaning. Acknowledge members need for personal space. Limit my visit to 90 minutes to allow fellow members to enjoy our facility. Speak in a respectful tone while discussing social distancing or other concerns.

Guest Signature _____

Date ____/____/____

