



WILLIAMS YMCA

RELEASE OF LIABILITY

SIGNED AT TIME OF ENROLLMENT

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, 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, or immediately upon entering or participating 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 acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the signee 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 YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE SIGNEE HEREBY AGREES TO THE FOLLOWING:

1. THE SIGNEE HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as releasees) from all liability to the signee, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the signee, whether caused by the negligence of the releases or otherwise while the signee is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
2. THE SIGNEE 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 signee in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
3. THE SIGNEE HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.
4. THE SIGNEE HEREBY UNDERSTANDS THAT THE YMCA RECOMMENDS ALL MEMBERS CHECK WITH THEIR HEALTHCARE PROVIDER before participating in any physical activities. THE SIGNEE HEREBY UNDERSTANDS THAT THE YMCA RECOMMENDS ALL MEMBERS ATTEND AND OFFERS FREE OF CHARGE EQUIPMENT ORIENTATION before using any equipment or beginning any exercise program.
5. THE SIGNEE further expressly agrees that the forgoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina 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 SIGNEE HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, & further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.