

YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS

Name of Minor(s) _____

I, the undersigned parent/person having legal custody/guardianship of the above said minor, give permission for the minor to participate in all YMCA programs whether at a YMCA location or virtually from wherever the minor may be. The minor is physically able and mentally prepared to participate in all activities as described in the announcement for the program.

In consideration of said minor being permitted to enter any branch of the YMCA of San Diego County ("YMCA") for observation, use of facilities and/or equipment, or participation of the above in any program either in person or virtually, I, on behalf of myself (as parent, guardian, coach, aide, spectator or participant) hereby:

1. Acknowledge that (i) I have read this document, (ii) I have inspected the YMCA facilities and equipment, (iii) I accept them as being safe and reasonably suited for the purposes intended and (iv) I voluntarily sign this document.

2. Except for YMCA's gross negligence or willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me or the above said minor, for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I agree that the above said minor assumes full responsibility for, and risk of, bodily injury, death or property damage except caused or due to the gross negligence or willful misconduct of the YMCA.

3. I agree not to sue Releasees for any loss, damage, injury or death described above and except for YMCA's gross negligence or willful misconduct, I will indemnify, protect, defend and hold harmless the YMCA and its Releasees from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the YMCA membership, use of YMCA facilities and/or participation in YMCA programs by me, the above said minor or any other person. If any action or proceeding is brought against YMCA by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to YMCA and YMCA shall cooperate with me in such defense. YMCA need not have first paid any such claim in order to be defended or indemnified.

4. I do hereby authorize the YMCA as agent for the undersigned, to consent with respect to said minor, to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment, and hospital care which is deemed advisable by, and is to be rendered under general or special supervision of, any physician and surgeon licensed under the provisions of the California Medical Practice Act on the medical staff of any hospital, whether such diagnosis or treatment is rendered at the office of the physician or at the hospital. I understand that the YMCA is not responsible for costs incurred for medical care.

Parent/Legal Guardian Signature _____ Date _____

COVID-19 ASSUMPTION OF RISK AND RELEASE AND WAIVER

5. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of any groups of people other than in your own household. **YMCA of San Diego County ("YMCA")** has put in place preventative measures suggested by the Centers for Disease Control and Federal, State, and Local Government to reduce the spread of COVID-19; however, **YMCA cannot guarantee** that you or your child will not become infected with COVID-19. Further, **attending YMCA facilities, programs or childcare could increase** your family's risk, your risk, and your child's risk of contracting COVID-19. By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that my child and I along with my family may be exposed to or infected by COVID-19 by attending YMCA facilities, programs or childcare and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at a YMCA facility, program or childcare may result from the actions, omissions, or negligence of myself and others, including, but not limited to, YMCA employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child or my family may experience or incur in connection with my child's attendance at YMCA or participation in YMCA programming ("Claims"). On my behalf, and on behalf of my family and children, I hereby release, covenant not to sue, discharge, and hold harmless YMCA, its employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, suits, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of YMCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any YMCA program.

I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect.

Parent/Legal Guardian Signature _____ Date _____

