



Date: _____ Member's Name: _____ Away YMCA: _____

Please Print First and Last Names Clearly

Guest's Name _____ o M o F Age _____

Address _____ Birth Date ____ / ____ / ____

City _____ State _____ Zip Code _____ - _____

Home Phone _____ E-mail Address _____

Your Occupation _____ Employer _____

Emergency Contact #1 _____ Relationship _____ Phone _____

To help us serve you better, please fill out the following information.

How did you hear about the Y o Newspaper o Website o YMCA Brochure o Member o Other: _____

What are you looking to do most at the Y? _____

Would you like information about joining the YMCA? o Yes o No

RELEASE AND WAIVER OF LEGAL LIABILITY

This document is continued on the back of this page. Be sure to read BOTH before saying "I Accept" and signing.

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the "Release"). You individually and on behalf of any minor child, release the Somerset Hills YMCA, its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "YMCA"). **You agree that this Release is effective immediately.**

This is important to you and any minor children, so do not sign until you have had your questions answered. You provide this Release freely, and without duress under the following terms:

- 1) **GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree for myself and my child and our respective heirs, assigns and legal representatives, to indemnify, defend and hold YMCA and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants ("Releases") harmless from any and all claim and causes of action of any nature for any and all personal injury or illness, including death, which may occur to my child or which may be aggravated during or by any activity during the course of the program in which I have decide to allow [myself or my child] to engage. I further waive any and all claims or causes of action which I or my child may now or hereafter have against YMCA which may at any time arise as a result of any act or thing occurring in or arising out of [my or my child's] participation. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of New Jersey and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
- 2) **ASSUMPTION OF RISK:** I, individually and/or on behalf of any minor child(ren), expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from the YMCA. **You assume the risks:** I, individually and on behalf of my minor child(ren), understand that the YMCA activities are strenuous and dangerous. I understand that the activity should be engaged in only by persons in good health. I understand that I should consult a physician before enrolling myself or my child(ren). **Once you sign, you are saying that you understand the risks involved and accept all of the risks.** You acknowledge that the YMCA is a charitable organization and that you are a beneficiary of the YMCA.
- 3) **MEDICAL RELEASE:** I, individually or on behalf of any minor child(ren), hereby release YMCA from any claim whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me or my minor child(ren) in connection with any injury that arises. **A) I take full responsibility for my welfare and safety as well as my child(ren).** **B) I hereby give permission for emergency medical treatment to be administered as deemed appropriate.**
- 4) **INSURANCE:** YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE. You should understand that the YMCA does not carry insurance to cover injuries and losses that may befall you.
- 5) **PHOTOGRAPHIC RELEASE:** I consent to be photographed and to allow YMCA's use of any photos of me or my minor child(ren) at its sole discretion.

RELEASE AND WAIVER OF LEGAL LIABILITY

Please read. This document affects your legal rights. It is important.

- 1) **Waiver, Release and Indemnification.** Your **RELEASE** is complete and forever. It forever discharges and holds harmless the YMCA, Inc., its successors, assigns, officers, directors and volunteers (hereinafter YMCA) from any and all liability, claims, and demands of whatever nature in law or in equity, which arise or may hereafter arise from activities as a YMCA participant and/or member. Further, you agree to INDEMNIFY the YMCA for any injury you or your child suffers at the YMCA.
- 2) **Your Release is Complete.** It discharges YMCA from any liability or claim that you may have with respect to any bodily injury, personal injury or property damage that may result. Your release is complete whether your claim is due to negligence of YMCA or is based on any other legal or other theory whatsoever. In addition, you acknowledge that the YMCA is a charitable organization and that you are a beneficiary of the YMCA.
- 3) **Scope of this Release.** This Release is intended to be as broad and inclusive as permitted by the laws of the State of New Jersey. This Release shall be governed by and interpreted in accordance with the laws of the State of New Jersey. You agree that in the event that any court of competent jurisdiction shall hold any clause or provision of this Release invalid, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable.
- 4) **Assumption of Risk.** You understand that the YMCA may involve activities that are inherently dangerous and hazardous to you and/or your children. You accept these risks.
- 5) **Photographic Release.** You grant YMCA the right and license to photograph you singly or with others. You understand that your or your child(ren's) image may be recognizable and that YMCA may use this image as it sees fit. You Release YMCA from any obligations to you or your heirs or assigns for such photographs, specifically releasing YMCA from any obligation to pay a fee or royalties for any use of your photographic image.
- 6) **Signatures.** "Applicant" refers to the individual who is the participant. If there are multiple Applicants from the same family participating in, each must sign individually. If "Applicant" is under the age of 18, either parents or legal guardians must sign "Individually and as Parent and/Legal Guardian".

HAVING READ, UNDERSTOOD, AND AGREED WITH THESE TERMS, I HAVE EXECUTED THIS RELEASE, TO BE EFFECTIVE IMMEDIATELY.

Applicant Signature

Date