

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT.

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA/JCC for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA/JCC, 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/JCC 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 programs 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 on, use, or participation.

By participating in the YMCA Nationwide Membership Program, I agree to release the JCC of Middlesex County and the National Council of Young Mens 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.

The YMCA/JCC conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA/JCC reserves the right to cancel membership, end program participation, and remove visitation access.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA/JCC FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA/JCC, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA/JCC, 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 damage, 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 YMCA/JCC, without respect to location.

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 YMCA/JCC premises or in any way observing or using any facilities or equipment of the YMCA/JCC or participating in any program affiliated with the YMCA/JCC whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA/JCC and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA/JCC.

THE UNDERSIGNED 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 New Jersey 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 hereby permit, consent and authorize photographs, videotapes and audio recordings made of me while at the YMCA/JCC as an individual or part of a group, with or without text in YMCA/JCC publications. I understand that if I do not want my photograph taken or used by the YMCA/JCC I must notify the YMCA/JCC Director in writing.

The YMCA/JCC does not give credit or refunds if members choose not to use the facility. Membership extensions are granted at the discretion of management with proper medical documentation from a physician. There is a \$25.00 service charge for returned checks. Credit card draft accounts must be cancelled by submitting a NOTICE OF CANCELLATION FORM to the Member Services Desk. Membership may be suspended or terminated at the discretion of the staff.

I/We hereby apply for membership at the YMCA/JCC and its facilities and agree to abide by all regulations of the center. Falsification of any part of this applicant will result in the loss of my/our membership and forfeiture of all monies paid. Proof of residency, age, employment, and college enrollment is required at the discretion of YMCA/JCC management.

I HAVE READ THIS RELEASE:

Print Name

Signature

Date