



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

GUEST RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA of Metuchen, Edison, Woodbridge, South Amboy 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, 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 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.

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 OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE The YMCA of MEWSA, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, 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 releases 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 of MEWSA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases 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 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 releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of release 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.

THE UNDERSIGNED further expressly agrees that the foregoing 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.

MEMBER AND PARTICIPANT PROTECTION POLICY

We take very seriously the safety and well-being of our members and participants and, to that end, have established policies and procedures that protect people utilizing our programs and facilities. The YMCA reserves the right to deny access or membership to any person. This includes but is not limited to, any person known to have been accused or convicted of any crime involving child abuse, sexual abuse or is a registered sex offender. By signing this form you certify that neither you nor anyone listed has been accused or convicted of a criminal offense listed above.

CELL PHONE/VIDEO TAPING

Due to the advances in video equipment and telephone video technology, and for the safety and security of our members and guests, any and all video equipment may not be used. The YMCA requests that cell phone not be used for any purpose in locker rooms and bathroom facilities.

THIRD-PARTY SERVICES

Only employees of The YMCA of MEWSA may provide services to members and guests on our premises. This includes personal training, swim instruction, sports-specific training and all other instruction. Any member or guest believed to be providing such services will be advised to immediately discontinue the activity. Failure to do so will result in prompt dismissal from the premises and will no longer be able to use YMCA facilities or participants in programs.

PROPERTY LOSS

Those using the YMCA facilities and/or participating in programs understands that The YMCA of MEWSA is not responsible for any personal lost, damaged or stolen property while using YMCA facilities.

ADULT
GUEST

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Print Name: _____

Signature of Applicant: _____ Date: _____

MINOR
GUEST

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Print Name of Parent or Guardian _____

Print Name of Child _____

Signature of Parent or Guardian _____

Date _____

MEY-SABY
SWIMMING

