



Elkins-Randolph County YMCA

MINOR PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS & COVENANT NOT TO SUE

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in Elkins-Randolph County YMCA programming or use of the facility/equipment, now or any time in the future.

Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in Elkins-Randolph County YMCA programming or use of the facility/equipment activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participating in programming or using the facility/equipment, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participating in Elkins-Randolph County YMCA programming or using of the facility/equipment and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in [insert organization] programs or accessing [insert organization] facilities could increase the risk of contracting COVID-19.** The Elkins-Randolph County YMCA in no way warrants that COVID-19 infection will not occur through participation in [insert organization] programs of accessing [insert organization] facilities.

Initial

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of _____'s participation in Elkins-Randolph County YMCA programming or use of the facility/equipment I, _____, the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE**, the Elkins-Randolph County YMCA officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may

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have, now or in the future, against the Elkins-Randolph County YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Elkins-Randolph County YMCA facilities/equipment or participation in programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of the named minor’s participation in programming or use of the facilities/equipment, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor’s participation.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in program participation and the use of the facilities/equipment and that I, on behalf of myself and the named minor, am voluntarily assuming said risks. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating in Elkins-Randolph County YMCA programs or use of the facility/equipment and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Elkins-Randolph County YMCA programs or use of the facility/equipment.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

Participant Name (Print Clearly)

Date

Parent/Guardian Signature

Parent/Guardian Name (Print Clearly)