



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

GENERAL WAIVER AND ACKNOWLEDGEMENT OF POLICIES

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the Shasta County YMCA (dba Shasta Family YMCA) (the "YMCA") and/or for my children listed below to so participate 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, including virtual online programming, the undersigned, on behalf of the undersigned and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that the undersigned has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

The YMCA is dedicated to providing a safe and welcoming environment for all its members. To promote a safe and welcoming environment for all its members, the YMCA has adopted policies that are published online at <https://www.sfymca.org/safe-places> and incorporated by reference into this Agreement. These policies include but are not limited to "Electronic Funds Transfer Agreement", "Membership Policies", "Member Code of Conduct", and "Day Use Policies and Fees". The undersigned hereby acknowledges, agrees and represents to have reviewed the YMCA policies and to be bound by them. The undersigned acknowledges and agrees that the YMCA may revise the YMCA policies from time to time without prior notice and further agrees to be bound by any such revisions to the YMCA policies.

The YMCA has also taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies, including the US Centers for Disease Control and Prevention (CDC) and the World Health Organization (WHO) for slowing the transmission of communicable infectious diseases, including but not limited to COVID-19, and, including, without limitation, implementing signage and sanitation protocols and procedures within the YMCA's premises.

The undersigned acknowledges and agrees that the YMCA may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the YMCA's revised procedures prior to utilizing the facilities, services, and programs of the YMCA.

The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the YMCA, social distancing of 6 feet per person among children and their caregivers in a childcare/camp setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the YMCA and acknowledges that use thereof by the undersigned and/or such participating children may, despite the YMCA's reasonable efforts to mitigate such dangers, result in exposure to communicable infectious diseases, including but not limited to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA, including the National Council of Young Men's Christian Association of the United States of America and its independent autonomous member associations in the United States and Puerto Rico, and its directors, officers, employees, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned, the undersigned's 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 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, including the YMCA Nationwide Membership Program.

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 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 releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee 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 California 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 HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART.

FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO AN INFECTIOUS DISEASE AT ANY YMCA FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).