

YMCA of Greater Seattle (YGS) RELEASE AND WAIVER OF LIABILITY

Revision Date: 06/09/2020

In consideration of being permitted to utilize the facilities, services and programs of the YMCA of Greater Seattle ("YMCA") for any purpose including but not limited to, observation or use of facilities and equipment and participation in any program or receipt of any service affiliated with the YMCA without respect to location, I, on behalf of myself and my family members, hereby:

1. **Acknowledge that I have (a) read and understand this release and waiver of liability;** (b) had the opportunity to review or seek information about the YMCA's facilities, equipment, programs and services, and to carefully consider such facilities, equipment, programs and services; (c) understand that the YMCA's facilities include its parking lot(s) and grounds; (d) accept the facilities, equipment, programs and services as being safe and reasonably suited for the purposes intended and (e) voluntarily sign this release and waiver of liability.
2. **Nationwide Membership Visitor:** Agree that by participating in the YMCA Nationwide Membership Program, I release the YMCA and the National Council of Young Men's Christian Association of the United States of America (Y USA) and its independent and autonomous member associations in the United States and Puerto Rico, from any 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.
3. **Required Photo ID for Members:** Agree that I and my family members and dependents will maintain a photo(s) on file for my account. This photo must be a visual image/representation that can be used as positive identification; to facilitate relationship-building; to prevent use of membership card by others, and for a required criminal background check. If no photo ID is on file, I and my adult family members and dependents agree to produce a government issued photo ID when we check in for each visit to a YMCA facility.
4. **Sex Offender Screening** - The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.
5. **Release the YMCA, its directors, officers, employees, agents and volunteers (collectively "YMCA Releasees") from all liability** to me and my family members and dependents for any loss or damage done to property or injury or death to our persons, whether caused by the ordinary negligence of the YMCA Releasees or any other person, and while I or my family members or dependents are in, upon, or about any YMCA facilities or equipment therein or participating in any program or receiving any service affiliated with the YMCA.

- 6. **Agree not to sue the YMCA Releasees for any loss, liability, damage, injury or death described above and to indemnify and hold harmless the YMCA Releasees** and each of them from any loss, damage or cost they may incur due to my or my family members' or dependents' presence in, upon or about any YMCA facilities or equipment therein or our participation in any program or service affiliated with the YMCA whether caused by the ordinary negligence or willful act or omission of the YMCA Releasees or by any other person. I assume full responsibility for the risk of such loss, liability, damage, injury, or death.
- 7. **Agree to waive any liability arising out of any infectious, pathogenic, toxic, or other harmful properties of any "organic pathogen"**, which includes but may not be limited to bacteria, viruses or other pathogens whether or not a microorganism, regardless of whether such "organic pathogen" is the result of a local outbreak, epidemic, pandemic or unknown cause.

I intend for this release and waiver of liability to be as broad and inclusive as is permitted by the laws of the State of Washington. If any portion hereof is held invalid, I agree that the balance shall continue in full force and effect.

SIGNATURE BLOCK:

Signature of Applicant or Guardian: _____

Signature of Additional Adult Applicant: _____

Date: _____