

RELEASE AND WAIVER OF LEGAL LIABILITY

This is a two-page document. Be sure to read BOTH before saying "I Accept"

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the "Release"). You individually and on behalf of any minor child, release the Camp Shady Brook YMCA of the Pikes Peak Region, its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "YMCA"). **You agree that this Release is effective immediately.**

This is important to you, so do not sign until you have had your questions answered. You provide this Release freely, and without duress under the following terms:

- 1) **GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree for myself and my child and our respective heirs, assigns and legal representatives, to indemnify, defend and hold YMCA and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants ("Releasees") in the Camp Shady Brook Conferences and Retreats program harmless from any and all claim and causes of action of any nature for any and all personal injury or illness, including death, which may occur to my child or which may be aggravated during or by any activity during the course of the Camp Shady Brook Conferences and Retreats program in which I have decided to allow [myself or my child] to engage. I further waive any and all claims or causes of action which I or my child may now or hereafter have against YMCA which may at any time arise as a result of negligence and any act or thing occurring in or arising out of [my or my child's] participation in the Camp Shady Brook Conferences and Retreats program. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of Colorado and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
- 2) **ASSUMPTION OF RISK:** I, individually and/or on behalf of any minor child(ren), expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from the YMCA of the Pikes Peak Region. **You assume the risks:** I, individually and on behalf of my minor child(ren), understand that the YMCA Camp Shady Brook Conferences and Retreats activities are strenuous and dangerous. I understand that the activity should be engaged in only by persons in good health. **Once you sign, you are saying that you understand the risks involved and accept all of the risks.** You acknowledge that the YMCA is a charitable organization and that you are a beneficiary of the YMCA.
- 3) **MEDICAL RELEASE:** I, individually or on behalf of any minor child(ren), hereby release YMCA from any claim whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me or my minor child(ren) in connection with any injury that arises from the Camp Shady Brook Conferences and Retreats Program. **A)** I take full responsibility for my welfare and safety as well as my child(ren) during the Camp Shady Brook Conferences and Retreats Program. **B)** I hereby give permission for emergency medical treatment to be administered as deemed appropriate.
- 4) **INSURANCE:** YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE. You should understand that the YMCA does not carry health insurance to cover injuries and losses that may befall you.
- 5) **PHOTOGRAPHIC RELEASE:** I consent to be photographed and to allow YMCA's use of any photos of me or my minor child(ren) at its sole discretion.
- 6) **ARBITRATION:** You individually and on behalf of your minor child(ren) and we agree that any controversy, dispute, or claim ("Claim") by either you or us against the other, or against the employees, agents, or assigns of the other, whether based on contract, tort, or any other legal basis or theory, that arises from or relates to (a) this Agreement, (b) services rendered by us pursuant to this Agreement, or in connection with any YMCA activities you or your child(ren) have with us, (c) the relationships that result from this Agreement, or (d) the validity, scope, enforceability, or applicability for this arbitration provision to a Claim shall be resolved by binding arbitration. You individually and on behalf of your minor child(ren) or we may choose either the American Arbitration Association ("AAA") or a local Colorado Arbitration Forum to conduct any Arbitration proceeding. If either is unwilling or unable to conduct the arbitration proceeding, or if you or we are unable to agree on another arbitrator, we will substitute another national or regional arbitration organization.

I HAVE READ THE ABOVE WARNING, WAIVER, AND RELEASE AND UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND KNOWING THIS, SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIAN AS EVIDENCED BY THEIR SIGNATURES BELOW.

Applicant Signature

Date

Applicant's Spouse

Date

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)**

This is to certify that we, as parents/guardians with legal responsibility for this participant, do consent and agree to his/her release, as provided above, of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence, to the fullest extent permitted by law. I have instructed the minor participant as to the above warnings and conditions and their ramifications.

BOTH PARENTS MUST SIGN

Individually and as Parent and/ Date
Legal Guardian

Individually and as Parent and/ Date
Legal Guardian

Name Of Organization: _____