

YMCA of Washington County

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of being permitted to utilize the facilities (owned or operated), services and participating or observing programs or activities of the YMCA of Washington County, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence YMCA of Washington County Iowa and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in YMCA activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; risk of medical conditions or overheating from the use of saunas or spas; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation. I agree to follow the rules and guidelines provided by the YMCA of Washington County.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releases' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I have read and understood this document and I agree to be bound by its terms.

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Program and Event Waiver

1. I acknowledge and understand that participating in athletic activities, sports program, the use of any equipment, exercise or any other activities or programs offered by the YMCA of Washington County involves known and unanticipated risks of physical or emotional injuries, paralysis or permanent disability, death and property damage or illness. I acknowledge that I assume the risk for any and all risks of injuries and illnesses which may result from my or my family's participation in these activities. I hereby release and discharge the YMCA of Washington County, owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them, on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, from any and all claims for injury, illness, death, loss, or damage, which I, or any member of my family may suffer as a result of our participation in these activities. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation. I agree to follow the rules and guidelines provided by the YMCA of Washington County.
3. I give permission for the YMCA of Washington County Iowa to transport my child to an emergency relocation site for staff, members and children when it is unsafe to remain at the location of the program/activity. I understand that normal safety rules will be followed, as much as possible, but that the highest priority will be to relocate to a safe location.
4. I give permission for my child/family to be photographed/videotaped by the YMCA of Washington County. Publications of the photos or videotapes are only to be used for YMCA of Washington County publications as the facility deems necessary.

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24/7 Access Waiver

24/7 Access--Individual Member Agreement: The 24/7 access option is available only to YMCA of Washington County members in good standing who are age 18 and older. No one under 18 is allowed 24/7 access regardless of parental/guardian supervision. The 24/7 access option is an additional \$5 per month per membership unit for association members and \$2.50 per month for Kalona resident members. This includes 24/7 access for all members in the unit age 18 and older. (Financial assistance does not apply to 24/7 access fees.) ZERO TOLERANCE POLICY: Members violating membership agreements or rules will lose membership privileges and no refunds will be given. Facility Access includes: Cardio Room, Strength Area, Free Weights, Rig Area Room, Spin Room, Group Fitness Area, Gymnasium, Track, upstairs restrooms. Safety and Security: YMCA Staff are not present for 24/7 access. YMCA Staff are present during regular business hours. Therefore, the YMCA has installed a 24-hour video camera recording system for security purposes. Please note that this system will not protect you from harm in or on the building premises. Please use caution when entering and leaving the building. Parking lot and sidewalk snow removal and application of ice melt will not be completed until staffed hours of operation. 24/7 access members utilize the YMCA at their own risk from the elements. Scan Cards: Each individual with 24/7 access will be required to have their own scan card for entry into the YMCA during non-business hours. Family members age 18 and over must scan individually with their own card. Each individual must scan in as a separate entry. Multiple entrees (24/7 members or non-24/7 members) on the same scan card will be regarded as a theft of membership and will result in termination of all parties involved.

24/7 Access--Release and Waiver In consideration for being allowed to participate in the YMCA of Washington County's 24/7 access program, I, the undersigned Participant, assume full and complete responsibility for any injury of any kind whatsoever, whether foreseen or unforeseen, which may occur while I am traveling to or from the YMCA of Washington County (hereafter referred to as "the premises"), during use of the premises, or while I am on the property (owned or operated) of the YMCA of Washington County. I acknowledge and agree that participation in the 24/7 access program comes with inherent risks, including but not limited to (1) slips, trips, and falls, and (2) athletic injuries. I further acknowledge and agree that the YMCA of Washington County does not provide staff for the 24/7 access program and that in the event of any emergency, including medical or criminal, I am to contact 911. Further, owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Released Parties"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, hereby waive, release, and forever discharge the YMCA of Washington County, its board of directors, employees, agents, volunteers, and all other persons associated with the premises from any and all liabilities, claims, actions, inactions, or damages that I may have against them arising out of or in any way connected with my use of the premises or presence on the property (owned and operated) of the Released Parties. Participant assumes full responsibility for any injuries or damages that may occur to Participant and agrees that the Released Parties shall not be liable for any loss or theft of personal property while using the premises or on the property. Participant further agrees that the Released Parties shall not be responsible for any personal injuries, death, damages, loss, or theft of personal property suffered by the Participant EVEN IN THE EVENT OF NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, whether such negligence is present at the signing of this release and waiver or takes place in the future. This release and waiver will survive expiration, lapse, or other termination of the 24/7 access program, and releases and waives any and all claims that accrue or may accrue to Participant or any other person who may accrue a claim through Participant.