

# 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 McPherson Family YMCA Programs, 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 YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with YMCA participation, 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 YMCA participation 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 McPherson Family YMCA programs or accessing McPherson Family YMCA facilities could increase the risk of contracting COVID-19.** McPherson Family YMCA in no way warrants that COVID-19 infection will not occur through participation in McPherson Family YMCA programs of accessing McPherson Family YMCA facilities.

\_\_\_\_\_  
Initial

## Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of \_\_\_\_\_'s participation in McPherson Family YMCA and YMCA Programs, 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** McPherson Family YMCA, its 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 have, now or in the future, against McPherson Family 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 McPherson Family YMCA facilities/equipment or participation in McPherson Family YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

\_\_\_\_\_  
Initial

In consideration of the named minor's participation in YMCA Programs, 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 YMCA Programs 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 YMCA Programs participation 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 YMCA Programs 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 YMCA Programs.

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)