



## **ASSUMPTION OF RISK, RELEASE & WAIVER OF LIABILITY AND ARBITRATION AGREEMENT**

YMCA OF GLENDALE

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA of Glendale ("YMCA") (or for my children to so participate) for any purpose, including, but not limited to, observation or use of facilities, property (which, for sake of clarity, includes, but is not limited to, parking lots and each parking lot's entrances and exits), or equipment, or participation in any YMCA program, or any program affiliated with the YMCA, the undersigned, on behalf of himself or herself 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 he or she has inspected, or immediately upon entering or participating will inspect, and carefully consider such facilities, property and equipment, and/or the affiliated program. It is further warranted that such entry into and/or onto the YMCA for observation or use of any facilities, property, or equipment, or participation in such affiliated program constitutes an acknowledgement that such premises, property, and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

The undersigned agrees that, by entering or using the facilities, property or equipment, or participating in any YMCA program or any program affiliated with the YMCA, the undersigned and anyone with the undersigned, including children, will comply with all rules and procedures established by the YMCA.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES, PROPERTY, OR EQUIPMENT, OR PARTICIPATION IN ANY YMCA PROGRAM, OR ANY PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demands on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence, active or passive, of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein, or participating in any YMCA program or a program affiliated with the YMCA.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned understands and agrees that the YMCA does not provide insurance to cover the undersigned or such children in the event they suffer injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any YMCA program or a program affiliated with the YMCA.

The undersigned hereby acknowledges that the YMCA does not have its own medical facility and that sometimes visitors with medical or alternative health care training may offer help or advice. The undersigned agrees and understands that, if the undersigned chooses to accept their help, they are acting entirely on their own initiative and not on behalf of, or under the direction of, the YMCA, which shall not be liable for any action or inaction on their part.

Initials: \_\_\_\_\_

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence, active or passive, of releasees 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 YMCA program, or a program affiliated with the YMCA. In this regard, the undersigned specifically recognizes that activities involving physical activity, including sports and health activities, are inherently risky and may result in harm to the participant.

**Health:** Members and any accompanying children, guests or participants will be temperature screened and will not be permitted to enter the YMCA and/or participate in any YMCA programs if the individual's temperature is 100.4 degrees Fahrenheit or higher and/or if the individual exhibits any of the symptoms identified by the Centers for Disease Control and Prevention ("CDC") as being associated with COVID-19, or related illness, including, but not limited to, cough, shortness of breath or difficulty breathing, chills, sore throat or new loss of taste or smell. Any individual who refuses to be temperature screened will not be permitted to utilize the facilities, services and/or programs of the YMCA (other than any exclusively online services and programs).

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including in Southern California. In accordance with the most recent guidance and protocols issued by the CDC, the California Department of Public Health, and the Los Angeles County Department of Public Health (together, the "Public Health Agencies") for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YMCA (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice; (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice; or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Notices list is updated regularly. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services, and/or programs of the YMCA, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children, guest or participants are permitted to visit or utilize the facilities, services and/or programs of the YMCA (other than any exclusively online services and programs) for 14 days if he/she/they: (i) are currently experiencing, or have experienced, symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath; or (ii) has/have a suspected, diagnosed or confirmed case of COVID-19. The undersigned agrees to notify the YMCA immediately if he/she/they believe(s) that any of the foregoing access/use restrictions may apply.

The YMCA has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the screenings/access/use restrictions set forth above. The undersigned acknowledges and agrees that the YMCA may revise its procedures at any time, including, but not limited to, those based on updated recommended guidance and protocols issued by the CDC and 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, appropriate social distancing is not always possible. However, the undersigned agrees that he/she/they will attempt to observe these regulations at all times. 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 COVID-19, which could result in quarantine requirements, serious illness, disability and/or death.

**Photo & Video Waiver/Consent:** The undersigned gives permission to the YMCA to use the undersigned's picture/video or other likeness or a picture/video or other likeness of the undersigned's children for any purpose, including, but not limited to, general marketing and publicity, social media presence and/or campaign or other promotional materials.

Initials: \_\_\_\_\_

## **ARBITRATION**

The parties agree that any and all disputes, claims, or controversies arising out, of or relating to, the use by the undersigned or such children while in, about, or upon the premises of the YMCA and/or while using the premises, property, or any facilities or equipment thereon, or participating in any program affiliated with the YMCA, shall be submitted to the Judicial Arbitration and Mediation Services ("JAMS") for final and binding arbitration.

The undersigned, on his or her own behalf, and on behalf of the undersigned's children, hereby waive their constitutional right to have any such dispute, claim, or controversy decided in a court of law before a jury, and instead is accepting the use of arbitration, except as California law provides for judicial review of arbitration proceedings. If the undersigned attempts to circumvent this arbitration clause by filing a lawsuit in a court of law, the undersigned shall pay the YMCA all costs, expenses, attorney's fees, and related expenditures incurred as a result of the filing of any such lawsuit. Further, if the undersigned files a lawsuit in a court of law, the undersigned hereby waives his or her right to recover any monetary damages in that forum, and instead promises to indemnify the non-filing party for any monetary damages that may be awarded against it.

The parties agree that this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND ARBITRATION AGREEMENT may be used as evidence to bar claims in the arbitration and/or in any related proceeding, including court. Either party may commence arbitration by providing JAMS and the other party a written request for arbitration, setting forth the subject of the dispute, a summary of the relevant facts, and the relief requested. The request for arbitration must be submitted to JAMS and the other party within the applicable statute of limitations and, if not, the dispute, claim or controversy is waived.

The arbitration shall be administered by JAMS pursuant to the Streamlined Arbitration Rules and Procedure, which may be found at [www.jamsadr.com](http://www.jamsadr.com). The parties may file a motion for summary judgment of summary adjudication, except that the motion shall be scheduled at least 30 days before the arbitration hearing, notice of motion and supporting papers shall be served on the other party to the arbitration at least 30 days before the time appointed for the motion hearing, the opposition to the motion shall be served and filed not less than 14 days preceding the hearing date, and any reply papers shall be served and filed by the moving party not less than 4 days preceding the hearing date. The arbitrator shall issue a signed opinion setting forth the essential findings and conclusions on which the decision to grant or deny the motion is based.

Following the arbitration hearing, the arbitrator shall issue a signed opinion and award setting forth the essential findings and conclusions on which the award is based. The opinion and award shall decide all issues submitted and be final and binding to the fullest extent permitted by law. To the extent not expressly waived in this Agreement, the arbitrator shall only award those remedies in law or equity requested by the parties and that the arbitrator determines are supported by credible and relevant evidence presented.

To the extent permitted by applicable law, the fees and expenses of the arbitrator shall be split equally between the parties. Further, each party shall bear its own attorney's fees and costs. If the initiating party does not pay its share of the arbitrator's fees and expenses within 30 days of receipt of an invoice from JAMS, the arbitration will be dismissed, with prejudice. The prevailing party in any arbitration and in any court proceeding to confirm or modify an arbitration award shall be entitled to recovery of actual and reasonable costs of suit, including attorney's fees.

THE UNDERSIGNED further expressly agrees that this 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 and that any portion held to be invalid may be severed.

Initials: \_\_\_\_\_

THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNS THIS AGREEMENT AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT THIS IS AN AGREEMENT RE: ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND I KNOW THAT I AM GIVING UP VALUABLE RIGHTS. I ALSO UNDERSTAND THAT THAT THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION, AND I EXPRESSLY AGREE TO IT, INCLUDING RELINQUISHING MY CONSTITUTIONAL RIGHTS, AND THOSE RIGHTS OF MY MINOR CHILDREN, TO A JURY OR COURT TRIAL. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

**I HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE. I AGREE THAT THIS FORM MAY BE SIGNED ELECTRONICALLY.**

**I FURTHER AGREE THAT I AM SIGNING THIS RELEASE ON BEHALF OF MY MINOR CHILDREN AND DEPENDENTS.**

**I UNDERSTAND THAT I AM WAIVING MY RIGHT FOR A REFUND FOR YMCA MEMBERSHIP DUES STARTING FEBRUARY 1, 2021 DUE TO THE YMCA IS PARTIALLY OPEN.**

\_\_\_\_\_  
Adult Applicant/Guardian Name (Printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant/Guardian

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Member ID

---

**Name(s) and Birthdate(s) of Child(ren) in Facility/Program(s)**

\_\_\_\_\_  
Child 1 Full Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Child 2 Full Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Child 3 Full Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Child 4 Full Name

\_\_\_\_\_  
Date of Birth