

**YMCA OF GLENDALE**  
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for 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, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities and/or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises 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.

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

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND 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 program affiliated with the YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE 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.
3. 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 program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from 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.

I HAVE READ THIS RELEASE

Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

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



# PHOTO & VIDEO/AUDIO RECORDING RELEASE

## YMCA OF GLENDALE

PLEASE PRINT

I \_\_\_\_\_ am eighteen years of age or older, and if not, then my Mother/Father/Legal Guardian has also signed below under my signature.

With regard to my participation in activities sponsored by or related to any activity in which I participate in any way sponsored by the National Council of Young Men's Christian Associations of the United States of America, and to any YMCA of the USA Association, including the Young Men's Christian Association of Metropolitan Los Angeles (collectively, "YMCA"), I hereby give my permission and consent, now and for all time (without any further compensation, claim or demand by me) to the YMCA, and to advertising agencies, agents, entities and third parties collaborating with the YMCA and their representatives, if any, (the "Organizations") to make, reproduce, edit, broadcast or rebroadcast any video, film, or digital footage and other sound track recordings, or photo reproductions of my image or voice in any form, and my narrative account of my experience with YMCA activities ("Materials") for publication, display, sale or exhibition thereof in promotions, advertising and legitimate business uses without any further compensation to me. I may or may not be identified by name in such reproductions. However, I shall not be stated by name to have endorsed any particular commercial products or commercial services without my express written permission.

I further agree to the following:

- Any Materials created subject to this Release shall belong to the YMCA as its property, with full right of disposition of them without my oral or written permission.
- The Materials will not be subject to any obligation of confidentiality and may be shared with and used by the Organizations, as well as with any third parties as the YMCA may elect.
- The YMCA shall not be liable for any claim arising from the use or disclosure to a third party of any of the Materials.
- The YMCA shall exclusively own all known or later existing rights to the Materials worldwide and shall be entitled to the unrestricted use of the Materials for any purpose without compensation to me or the provider of the Materials.

### AGREEMENT AND CONSENT

I have read and understood the contents of this Release. I agree that my consent to this Release is irrevocable. I hereby voluntarily release and discharge the YMCA and the Organizations and their representatives from any and all claims arising out of or relating to or in connection with the uses and reproductions of my image and voice and my narrative account as described herein. I understand that the term "YMCA" in this Release specifically includes the YMCA of Metropolitan Los Angeles.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_ ID #: \_\_\_\_\_

Address: \_\_\_\_\_

-----  
PLEASE PRINT

I am the Mother/Father/Legal Guardian of \_\_\_\_\_.

I have read and understand the contents of this Release and hereby voluntarily consent to this Release on behalf of my minor child.

Signature of Mother / Father / Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

ID #: \_\_\_\_\_

Address: \_\_\_\_\_