

YMCA OF GREATER ERIE

Adult Participant Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE YMCA OF GREATER ERIE AND ITS PARTNERS FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR.

Program / Facility Location

This waiver applies to participation at or in connection with the following facility or program site:

Facility/Location Name: Montessori Regional Charter School

Address (if applicable): 2549 West Eighth Street, Erie, Pennsylvania 16505

This may include facilities or programs operated in partnership with additionally insured and released entities, including but not limited to:

Montessori Regional Charter School, and their officers, directors, agents, employees, volunteers, insurers, and representatives ("Partner Releasees").

Assumption of Risk

I acknowledge and agree that any use of The YMCA of Greater Erie facilities, services, equipment, and premises ("Facilities") and any participation in The YMCA of Greater Erie programs and activities ("Programs")—including those conducted at or in partnership with the above-named facility or entity—comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease, including, without limitation, COVID-19. I voluntarily accept and assume full responsibility for these risks, as well as any other risks associated with the use of the Facilities and participation in the Programs. I acknowledge that I have full knowledge of the nature and extent of all such risks and am not relying solely on this document to describe them.

Sex Offender Screening

The YMCA has a zero-tolerance policy for any form of abuse or mistreatment of youth. Therefore, the YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access. In addition, the YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse, is or has been a registered sex offender, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics, or intoxicating beverages. The YMCA of Greater Erie utilizes video surveillance technology throughout its properties.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs, I, the undersigned, agree that The YMCA of Greater Erie, its officers, directors, agents, employees, volunteers, insurers, and representatives, as well as any Partner Releasees identified above (collectively "Releasees"), will not be liable for any personal injury, property damage, disability, death, sickness, or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring, including, but not limited to, the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness, or disease, that may be sustained as a result of using the Facilities and participating in the Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and HEREBY DO RELEASE, WAIVE, AND COVENANT NOT TO SUE Releasees from any causes of action, claims, suits, liabilities, or demands of any nature whatsoever, including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease, or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs—whether that participation is supervised or unsupervised—however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, suits, liabilities, or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents, or guests, including any minors.

Permission to Contact

The YMCA of Greater Erie utilizes an automated dialing and email system to contact members and/or program participants via home phones, cell phones, and email to provide you with YMCA-related information. I grant permission for the YMCA of Greater Erie to make non-emergency calls, texts, or emails using automatic dialing equipment to the phone numbers and email addresses listed in my membership record. I understand that data rates may apply and that I can unsubscribe at any time without risk.

Permission to Photograph

For my participation in activities conducted by The YMCA of Greater Erie and/or YMCA of the USA (collectively "the Y"), and collaborating third parties, I consent, now and for all time, to the making, reproduction, editing, broadcasting, or rebroadcasting of video film or footage of me, soundtrack recordings of me, photo reproductions of me, and any narrative account of my experience. My consent includes a perpetual license to the Y and collaborating third parties for the use of the materials for publication, display, sale, or exhibition in promotional, advertising, educational, and commercial purposes. Use includes reproductions in any form and media currently existing or later conceived, adaptations and/or revisions, throughout the world in perpetuity. I agree that my consent is irrevocable.

I hereby release and discharge the Y and collaborating third parties from all claims, actions, lawsuits, or demands of any kind arising out of my consent, license grants, uses, or shared uses of any works or materials referenced herein. I understand that I will not receive notice or be reimbursed for the use of my likeness.

Participant Information

Participant Name (Print Clearly): _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____