

YMCA OF GREATER HOUSTON AREA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(PLEASE READ BEFORE SIGNING)

WHEREAS, THE UNDERSIGNED, on behalf of himself or herself, his or her personal representatives, heirs, and next of kin (herein referred to as "Applicant") wishes to be permitted to enter, observe, use, or participate in the premises, facilities, equipment, and affiliated programs, without respect to location, of the YMCA of the Greater Houston Area (herein referred to as "YMCA Facilities") for any purpose; and in consideration of, and as part payment for the right to enter, observe, use, or participate in the YMCA Facilities for any purpose:

Applicant warrants that Applicant has inspected and considered, or immediately upon entering will inspect and consider the YMCA Facilities, and Applicant accepts the YMCA Facilities as being safe and reasonably suited for Applicant's entry, observation, use, or participation. Applicant further warrants that Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not enter, observe, use, or participate in the YMCA Facilities for any purpose. **Applicant specifically warrants that Applicant is aware of the current CDC recommendations relating to COVID-19 and will review the YMCA's posted Health Screening Questionnaire upon entry to a YMCA Facility. Applicant further warrants that Applicant will only enter the YMCA Facility if it can respond to each question on the Health Screening Questionnaire regarding travel, exposure to COVID-19, and symptoms with an answer of "No."** Applicant further warrants that Applicant's entry, observation, use, and participation in any events at the YMCA Facilities are voluntary and Applicant takes full responsibility for Applicant's decision to use or not to use the YMCA Facilities and agrees to follow all safety instructions.

APPLICANT HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE, AND APPLICANT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE YMCA OF THE GREATER HOUSTON AREA, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SERVANTS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, OF EVERY KIND AND NATURE WHATSOEVER, WHETHER FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, OR LOSS OTHERWISE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, APPLICANT'S PRESENCE, OBSERVATION, USE, OR PARTICIPATION AT OR IN THE YMCA FACILITIES, AND/OR THE PRESENCE, OBSERVATION, USE, OR PARTICIPATION OF ANY FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, AT OR IN THE YMCA FACILITIES.

APPLICANT VOLUNTARILY AGREES TO INDEMNIFY, HOLD HARMLESS, ASSUME FULL RESPONSIBILITY FOR, AND DEFEND THE RELEASED PARTIES FROM ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE WHILE APPLICANT, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, ARE PRESENT IN, OBSERVING, USING OR PARTICIPATING IN THE YMCA FACILITIES, OR ARISING OUT OF OR IN ANY WAY CONNECTED TO APPLICANT'S, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, PRESENCE IN, OBSERVATION OF, USE OF OR PARTICIPATION IN THE YMCA FACILITIES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Applicant assumes full responsibility for any items lost or stolen while Applicant is present in, observing, using or participating in the YMCA Facilities.

Applicant gives permission to the YMCA of the Greater Houston Area to use photographs, film footage, or tape recordings which may include Applicant's own image or voice (or that of Applicant's family member, dependent, or guest, including any minors, accompanying Applicant) for purposes of promoting any YMCA Facilities. This permission includes, but is not limited to, videotaping Applicant (both image and voice) for use and viewing as part of the YMCA's Y360 on-line classes and course material. Applicant recognizes that Applicant's participation in the Y360 program, including participation in the videotaping of the course materials, is voluntary. Applicant, therefore, assumes any and all risk associated with such participation.

Applicant agrees to abide by all rules promulgated by the Released Parties while Applicant or Applicant's family member, dependent, or guest, including any minors, accompanying Applicant, are present in, observing, using, or participating in any YMCA Facilities.

Applicant understands that YMCA of the Greater Houston Area membership and program fees are not deductible as charitable tax contributions.

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, during the observation, use, or participation in the YMCA Facilities.

Applicant further expressly agrees that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by Texas law, and that if any portion of this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** is held invalid, Applicant agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Applicant fully understands that Applicant's entrance, observance, use, or participation of or in the YMCA Facilities is **entirely voluntary**. Applicant has read and understood this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, has voluntarily signed this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and agrees that no oral representations, statements, or inducement apart from this written agreement have been made to Applicant.

PLEASE PRINT NAME OF APPLICANT (PARENT/
GUARDIAN)

EMAIL ADDRESS

YMCA MEMBER NUMBER

SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

DATE

PLEASE PRINT THE NAME OF STUDENT