

ADULT PROGRAM PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND 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's to bring a court action to recover compensation or obtain any other remedy for any personal injury, illness, or property damage however caused arising out of the named participants participation in any YMCA programs, now or any time in the future.

- 1. Acknowledgement of Risk.** I, in my legal capacity as the participant named below, do hereby acknowledge, and agree that participation in Adult program activities conducted or sponsored by the **Young Men's Christian Association of Metropolitan Atlanta, Inc.**, and its subsidiaries and affiliates, and its past or present officers, directors, managers, employees, supervisors, agents, or representatives and assigns (collectively known as the "YMCA") comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with the adult program and adult activities (collectively, "Adult Program") 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 viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Adult Program participation and that said list in no way limits the operation of this Agreement.
- 2. 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 means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in YMCA Adult Program activities or accessing YMCA facilities could increase the risk of contracting COVID-19.** The YMCA in no way warrants that COVID-19 infection will not occur through participation in YMCA Adult Program activities or accessing YMCA facilities.
- 3. Consent to Medical Treatment.** I hereby give permission to the YMCA to hospitalize, or secure proper treatment for me (participant). I hereby FOREVER release, discharge, indemnify, hold harmless, defend, exonerate, and covenant not to sue the YMCA from any and all liability or claim whatsoever which arises or may hereafter arise, directly or indirectly, on account of any first aid, treatment, or medical service rendered in connection with the Adult Program activities participated in with the YMCA, and I assume all risk associated therewith. I also understand that the YMCA does not and shall not assume any responsibility for or obligation to provide financial assistance or other assistance to me (if applicable), including, but not limited to, medical, health, or disability insurance in the event of injury, illness, or other claim or loss.
- 4. Waiver, Release, Indemnification & Covenant Not to Sue.** In consideration of the participation in YMCA CASL Program activities, I, _____, the participant agree to release and on behalf of myself and my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the 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, together with my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the YMCA on account of personal injury, property damage, illness, death or accident of any kind, arising out of or in any way related to the use of the YMCA facilities/equipment, participation in YMCA CASL Program activities or other

activities whether that participation is supervised or unsupervised, however the injury, illness, or damage occurs. In consideration of the named participant in Adult Program activities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releases 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 participants Adult Program participation.

5. **Other.** I expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and all other applicable laws, rules, and regulations wherever found, and that this Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Georgia. I agree that jurisdiction and venue for any actions with respect to this Agreement shall only be had in a tribunal of competent jurisdiction in Fulton County, Georgia. I agree that in the event that any clause or provision of this Agreement shall be held to be invalid by any tribunal of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement, which shall continue to be fully enforceable.

I hereby certify on behalf of myself that I have full knowledge of the nature and extent of the risks inherent in Adult Program participation and that I, on behalf of myself am voluntarily assuming said risks even those caused solely or partially by the negligence of Releases I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, illness, or death, the named participant sustains while participating in Adult Programs and that by signing this agreement I, on behalf of myself and, HEREBY RELEASE Releasees of all liability for such loss, damage, illness, or death. I further certify that the named participant is in good health and has no conditions or impairments which would preclude his/her safe participation in Adult 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. 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 Signature: _____ **Date:** _____

Print Name: _____

Address: _____

City: _____ **State** _____ **Zip Code:** _____

Phone: _____