

## 2018 KIDS CLUB AFTER SCHOOL PROGRAM WAIVER & RELEASE FORM

THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence 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.

1. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
2. 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 of releasees or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or the use of any equipment and the sudden and unforeseen malfunctioning of this equipment and our instruction, training or supervision, or participating in any program affiliated with the YMCA.
3. I understand that the Brainerd Family YMCA is not responsible for personal property lost or stolen while I or any individuals listed on this application or our guests are using YMCA facilities or on YMCA premises.

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.

**Parent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(Must be 18 yrs. or older)**