

THE FAMILY YMCA

RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

PLEASE PRINT PLEASE PRINT PLEASE PRINT PLEASE PRINT PLEASE PRINT

(#1)PARTICIPANT NAME _____ Birthdate _____

Work phone _____ Cell phone _____ Email _____

Address _____ City _____ State _____ Zip _____ Home phone _____

Emergency Contact _____ Emergency Phone Number _____

(#2)PARTICIPANT NAME _____ Birthdate _____

Work phone _____ Cell phone _____ Email _____

Emergency Contact _____ Emergency Phone Number _____

IN CONSIDERATION FOR PROGRAMS AND ACTIVITIES of The Family YMCA 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 Family YMCA, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, immediately upon entering or participating inspected and carefully considered such premises and facilities or the affiliated program. It is further warranted that such entry into The Family 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.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE FAMILY YMCA 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 FAMILY YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE The Family YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with The FAMILY YMCA.
2. 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 in, upon or about The Family YMCA premises or in any way observing or using any facilities or equipment of The Family YMCA or participating in any program affiliated with The Family YMCA whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about, or upon the premises of The Family YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with The Family YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New Mexico 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.

I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE & UNDERSTAND MY PHOTO MAY BE USED IN Y PROMOTIONS.

Date _____ Print Name _____ Signature* _____

Date _____ Print Name _____ Signature* _____

*Signature of Parent/Guardian if participant is under 18 years of age

In keeping with our mandate of building strong kids and families and to maintain safe and comfortable facilities, convicted or registered sex offenders are excluded from membership and program participation at The Family YMCA, and offenders shall not enter onto YMCA property or loiter in the vicinity of YMCA programs and activities.

PLEASE SIGN AND DATE THE REVERSE SIDE OF THIS FORM

Informed Consent for Exercise Participation

Voluntary Participation

I wish to participate voluntarily in exercise activities and/or programs at The Family YMCA exercise facilities. My purpose is to maintain or improve my personal health and fitness. I understand that moderate exercise, when gradually increased in intensity, along with appropriate exercise guidance is recommended and safe for most people. I understand that qualified YMCA staff is available to assist me in learning to use exercise equipment safely. Qualified staff is also available to consult with me about my personal exercise program and special fitness objectives or limitations. If I choose to use equipment within the YMCA facility I understand I must obtain instruction on using the YMCA's equipment or assume responsibility myself if I choose to waive this right. The YMCA will not be held liable for injury or damage.

Medical Evaluation

I understand that it is advisable to obtain a medical evaluation and my doctor's approval prior to initiation of exercise if I meet any of the following risk criteria:

- 1) I do not regularly perform vigorous exercise, and I plan to begin vigorous exercise, AND
- 2) I am above age 40 and male or above age 50 and female OR
- 3) I have two or more coronary risk factors, i.e.,
 - Diagnosed high blood pressure
 - Total serum cholesterol greater than or equal to 240 mg/dl
 - Cigarette smoking
 - Diabetes mellitus
 - Family history of coronary or other atherosclerotic disease in parents or siblings (prior to age 55); OR
- 4) I have any major symptom or sign suggestive of cardiopulmonary or metabolic disease, i.e.,
 - chest pain
 - dizziness
 - swollen ankles
 - known heart murmur
 - irregular or rapid heart rate
 - leg or arm pain with exercise
 - unaccustomed shortness of breath
 - shortness of breath when lying down or late in the day

Assumption of Risk

I understand that the risk of injury to the musculoskeletal system, and that in rare instances occurrences of heart attack or death, are somewhat increased during exercise. However, these risks must be compared to the overall lower death rates of physically active people. I understand that The Family YMCA and its personnel shall not be liable for any injury to my person in and/or on the YMCA's premises or incurred as a result of the use of said premises, facilities and/or equipment.

Participant Responsibilities

I understand that I am responsible for monitoring my own condition at all times. If, during exercise, unusual symptoms occur I will cease my participation and inform the instructor or staff of my symptoms. If such unusual conditions occur, I will be encouraged to visit my doctor for further evaluation. If indicated, YMCA staff will contact Emergency Medical Service (911), and I give my permission to do so.

I agree that I will not use this facility while under the influence of alcohol or other drugs or while experiencing any condition (medical, psychological or chemical) that might impair my ability to make safe and sound judgments affecting my safety and the safety of other participants.

In signing this consent form I affirm that I have read this document in its entirety; all of my questions have been satisfactorily answered, and I understand what I have read. I agree to fully assume my responsibilities which include making arrangements for an appropriate medical evaluation if indicated by the criteria set forth in this document. I affirm that I am 18 years of age or older and eligible for YMCA usage:

Participant's Signature
(or Parent/Guardian's if participant under age 18)

Date