



**WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

I give my permission for my child to participate in all program activities, at the HCYMCA. He/she is in good health and may participate in normal program activities unless I specify otherwise on the personal history form. I consent that photographs taken of my child are the property of the Hunterdon County YMCA and may be reproduced and publicized as the YMCA desires, at any time, free of claims on my part. In case of a medical emergency, I authorize the staff of the Hunterdon County YMCA Camp programs to seek emergency care for my child. I understand that medical information and personal data will be used in the programs, when necessary, to protect my child's well being. I agree to adhere to all camp policies listed in this brochure and in the parents packet.

In consideration for being permitted to utilize the facilities, services, and programs of the HUNTERDON COUNTY YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the HUNTERDON COUNTY YMCA, without respect to location, 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, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the HUNTERDON COUNTY 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 programs 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 HUNTERDON COUNTY YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE HUNTERDON COUNTY YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the HUNTERDON COUNTY YMCA , 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 damage, 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 HUNTERDON COUNTY YMCA, without respect to location.

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 HUNTERDON COUNTY YMCA premises or in any way observing or using any facilities or equipment of the HUNTERDON COUNTY YMCA or participating in any program affiliated with the HUNTERDON COUNTY YMCA whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the HUNTERDON COUNTY YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the HUNTERDON COUNTY 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 JERSEY and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT:**

Participant Name: \_\_\_\_\_ (Please print name above and sign below. If under 18 years old, parents or legal guardians must sign below)

**Participant Signature (if over 18)** \_\_\_\_\_ **Date** \_\_\_\_\_

**(Parent/ Guardian 1) Signature Name** \_\_\_\_\_

(Parent/ Guardian 1) Printed Name \_\_\_\_\_ Date \_\_\_\_\_

**(Parent/ Guardian 2) Signature Name** \_\_\_\_\_

(Parent/ Guardian 2) Printed Name \_\_\_\_\_ Date \_\_\_\_\_