



Guest Name _____ <input type="checkbox"/> Copy of photo ID attached <input type="checkbox"/> V-Soft
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YMCA of Greater Dayton GUEST RELEASE WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

*THIS FORM MUST BE CLEARLY COMPLETED IN ITS ENTIRETY. MEMBER MUST BE PRESENT WHEN GUEST ENTERS FACILITY.

Guest Information

Guest Name (print): _____ Date of Birth: ____/____/____
 Address: _____ City: _____
 State: _____ Zip Code: _____ Phone: (____) ____ - _____ Email: _____
 Emergency Contact: _____ Relation To Guest: _____

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the 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 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. Video recorders, cameras, or any other visual recording devices are not allowed within the YMCA without the written consent of the Executive Director. Anyone caught taking pictures of another person without their permission and knowledge will be prosecuted to the full extent of the law by the YMCA and may lead to the termination of their membership. Some cellular phones have the ability to take pictures. For your own safety and the safety of others, please be aware if someone is using a cell phone within your vicinity. Unless otherwise authorized by law, pursuant to Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey or attempt to convey a deadly weapon or dangerous ordinance onto these premises.

By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "release's") 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 release's 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 YMCA, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the release's 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 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 release's or otherwise.
3. THE UNDERSIGNED HERBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of release's or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

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

(X) Signature _____ **Date** ____/____/____
Staff Use Only:

	Member Name:	Date:	Time:	Staff Initial:
1.	_____	____/____/____	_____ <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	_____
2.	_____	____/____/____	_____ <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	_____
3.	_____	____/____/____	_____ <input type="checkbox"/> A.M. <input type="checkbox"/> P.M.	_____