

# **Minor Participant Waiver, Release, Indemnification of All Claims & 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 and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage, however caused, arising out of the named minor's participation in YMCA of the Roses Programs, now or any time in the future.

## **Acknowledgment of Risk**

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in Camp Friendship activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with Summer Camp participation, including but in no way limited to: (1) slips, trips and falls, (2) encounters with nature including toxic plants and animals, (3) aquatic injuries, (4) athletic injuries and (5) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with Camp Friendship participation and that said list in no way limits the operation of this Agreement.

## **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 the Program of accessing YMCA facilities could increase the risk of contracting COVID-19. YMCA in no way warrants that COVID-19 infection will not occur through participation in YMCA programs or accessing YMCA facilities.

## **Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of \_\_\_\_\_'s participation in Camp Friendship, I, \_\_\_\_\_, the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE YMCA OF THE ROSES its officers, agents, and employees from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against YMCA of the Roses on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of YMCA of the Roses facilities/equipment or participation in YMCA of the Roses programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of YMCA of the Roses officers, agents, and employees.

In consideration of the named minor's participation in Camp Friendship, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS YMCA of the Roses, its agents and employees 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 minor's Camp Friendship participation.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in Camp Friendship participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating in Camp Friendship and that by signing this agreement I hereby, on behalf of myself and the named minor, release YMCA of the Roses, its officers, agents, and employees of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in Camp Friendship.

I, in my legal capacity as parent/guardian of the named minor, expressly agree, on behalf of myself and the named minor, that this document is intended to be as broad and inclusive as permitted by the law of Pennsylvania and that if any portion of the document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Furthermore, I expressly agree that this document shall be governed by and interpreted in accordance with the laws of Pennsylvania and that the courts of Lancaster County, PA shall be the exclusive venue for any and all disputes relating to or arising from this document.

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, and that I have legal capacity to act as the parent/guardian of the named minor. 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. The foregoing written agreement represents the entire understanding between the parties. No oral representations, statements or inducement apart from the foregoing written agreement have been made.

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Participant's Name (Print Clearly)

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Date

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Parent/Guardian Signature

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Parent/Guardian Name (Print Clearly)