



RARITAN BAY AREA YMCA

AQUATICS RELEASE/WAIVER OF LEGAL LIABILITY/REGISTRATION FORM

Name of Participant: _____ Participant DOB: _____
Age: _____ Gender: (please circle one) F M Classroom #: _____
School Name: _____ Teacher Name: _____
Name of Parent and/or Guardian: _____ Parent DOB: _____
Address: _____
Phone Number: _____ Email Address: _____

THIS IS YOUR RELEASE AND WAIVER OF LIABILITY (the "Release"). You individually and on behalf of any minor child, release the **RARITAN BAY AREA YMCA**, its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "YMCA"). **You agree that this Release is effective immediately.**

This is important to you and any minor children, so **do not** sign until you have had your questions answered. You provide this release freely, *voluntarily*, and without duress under the following terms:

- 1) **GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree for myself and my child and our respective heirs, assigns and legal representatives, to indemnify, defend and hold YMCA and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants ("Releases") in the **Aquatics & Program** harmless from any and all claim and causes of action of any nature for any and all personal injury or illness, including death, which may occur to my child or which may be aggravated during or by any activity during the course of the **Aquatics & Program** in which I have decide to allow [myself or my child] to engage. I further waive any and all claims or causes of action which I or my child may now or hereafter have against **YMCA** which may at any time arise as a result of any act or thing occurring in or arising out of [my or my child's] participation in the **Aquatics & Program**. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the law of the State of New Jersey and any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full force and effect.
- 2) **ASSUMPTION OF RISK:** I, individually and/or on behalf of any minor child(ren), expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from the **YMCA Aquatics & Program**. **You assume the risks:** I, individually and on behalf of my minor child(ren), understand the **YMCA Aquatics & Program** activities are strenuous and dangerous. I understand the activity should be engaged in only by persons in good health. I understand I should consult a physician before enrolling myself or my child(ren) in the **Aquatics & Program**. **Once you sign, you are saying you understand the risks involved and accept all of the risks.** You acknowledge the YMCA is a charitable organization and you are a beneficiary of the YMCA.
- 3) **MEDICAL RELEASE:** I, individually or on behalf of any minor child(ren), hereby release **YMCA** from any claim whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me or my minor child(ren) in connection with any injury that arises from the **Aquatics & Program**. **A) I take full responsibility for my welfare and safety as well as my child(ren) during the Aquatics & Program. B) I hereby give permission for emergency medical treatment to be administered as deemed appropriate.**
- 4) **INSURANCE:** YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH AND ACCIDENT INSURANCE. You should understand the **YMCA** does not carry insurance to cover injuries and losses that may befall you.
- 5) **PHOTOGRAPHIC RELEASE:** I consent to be photographed and to allow **YMCA's** use of any photos of me or my minor child(ren) at its sole discretion. You Release **YMCA** from any obligations to you or your heirs or assigns for such photographs, specifically releasing **YMCA** from any obligation to pay a fee or royalties for any use of your photographic image.
- 6) **SIGNATURE(S):** **Aquatics & Program** participant(s) must sign as "Applicant(s)". "Applicant(s)" under the age of 18 must have the signature(s) of both Parents/Legal Guardians sign "Individually and as Parent and/Legal Guardian". "Applicant; Applicant 2, Applicant 3;" refers to the individual who is the participant in . If there are multiple "Applicants" from the same family participating in **Aquatics & Program**, each must sign individually.

HAVING READ, UNDERSTOOD, AGREED WITH, AND ACCEPTED THESE TERMS, I EXECUTE THIS RELEASE, TO BE EFFECTIVE IMMEDIATELY.

Parent/Guardian Print Name

Parent/Guardian Signature

Date