

Adult Participant Waiver, General 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 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 your participation in Greater Holyoke YMCA Programs, now or at any time in the future.

I hereby acknowledge and agree that participation in all activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) encounters with nature including toxic plants, foods and animals, (3) aquatic and other injuries, (4) viruses and illness of all kinds, including without limitation COVID-19 and (5) all athletic injuries. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

In consideration of my participation at the Greater Holyoke YMCA, I, _____, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Greater Holyoke YMCA, its officers, agents, employees, volunteers and representatives from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Greater Holyoke YMCA 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 the Greater Holyoke YMCA facilities/equipment or participation in the Greater Holyoke YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of the Greater Holyoke YMCA, its officers, agents, and employees.

In consideration of my participation at the Greater Holyoke YMCA, I, the undersigned participant, agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Greater Holyoke YMCA, its officers, agents, employees, volunteers and representatives 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 my participation, including without limitation attorneys' and experts' fees and expenses.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in programs and activities and that by signing this agreement I hereby release the Greater Holyoke YMCA, its officers, agents, employees, volunteers and representatives from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation.

June 3, 2020

I, the undersigned, expressly agree that this document is intended to be as broad and inclusive as permitted by the law of Massachusetts 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 Massachusetts and that the Massachusetts courts of Hampden County 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 _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. 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.

IN WITNESS WHEREOF, this instrument is duly executed this _____ day of _____, in the year _____.

Participant Signature

Participant Name (Print Clearly)