

Triunfo YMCA (part of Southeast Ventura County YMCA)
Youth Program or Activity Participation
Release, Waiver of Liability, and Indemnity Agreement

This Youth Program or Participation agreement is between the Triunfo YMCA/Southeast Ventura County YMCA and _____ the parent of _____, hereinafter respectively called the _____ Child's Name _____ Parent's Name
YMCA, the child and the parent. The agreement provides for the above named child's participation in the following YMCA youth activity _____ 2010 Soap Box Derby & Healthy Kids Day _____.

IN CONSIDERATION of the parent's child being permitted to participate in the above named program or activity of the YMCA and **FOR PAYMENT** of membership or participation fees, the parent, for itself and its child, agrees and represents that it has or will inspect and carefully evaluate the program or activity premises. It is further warranted that the child's participation in the above named activity constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose of use or participation.

IN FURTHER CONSIDERATION OF THE CHILD BEING PERMITTED TO PARTICIPATE IN THE YMCA ACTIVITY OR FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE PARENT HEREBY AGREES TO THE FOLLOWING:

1. **THE PARENT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the YMCA, its directors, officers, employees, sponsors, venue, volunteers and agents (hereinafter referred to as "releasees") from all liability to the parent or child, its agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claims or demands therefore on account of injury to person or property or resulting in death of the parent or child, whether caused by the negligence of the releasees or otherwise while the parent, child, agents, or representatives are in, upon, or about the program or activity premises including use of any facilities or equipment therein.
2. **THE PARENT HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the parent's or child's presence at the activity or on YMCA or sponsor owned, leased, or otherwise controlled premises, including but not limited to use of YMCA's or sponsor's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.
3. **THE PARENT HEREBY ASSUMES, FOR ITSELF AND ITS CHILD, FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE** that may be incurred arising from the parent's or child's presence at the above named activity or on YMCA or sponsor owned, leased or otherwise used premises, including but not limited to use of YMCA's or sponsor's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees, **THE PARENT** further expressly agrees that the forgoing **RELEASE, WAIVER AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
4. **IT IS FURTHER MUTUALLY AGREED** between the parties that neither the parent nor child shall violate any city, county, or state law or YMCA policy or rule while participating in the above named activity or present in or about the premises where the program or activity is being held.

THE PARENT HAS READ AND VOLUNTARILY SIGNS THE PROGRAM OR ACTIVITY PARTICIPATION AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Parent's Name (print or type)

Parent's Signature

date signed

YMCA Representative's Name (print or type)

YMCA Representative's Signature

date signed