



## YMCA of Greater Michiana LIABILITY WAIVER

In consideration of participating in activities at YMCA Camp Eberhart (hereinafter referred to as "Camp"), a branch of the YMCA of Greater Michiana, and other activities, and for other good and valuable consideration, **I hereby agree to release and discharge any and all of the Releasees (as defined below) from all liability** (known or unknown) arising from my participation in Camp activities or arising from the negligence of any or all of the Releasees. The "Releasees" shall include the YMCA of Michiana, Inc., the Camp, and their owners, directors, officers, employees, agents, affiliated companies, volunteers, participants, and all other persons or entities acting for it or them (as the case may be). This Release, Indemnification, and Hold Harmless Agreement is made on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative and estate (as applicable), and, in addition to the above, it is further agreed as follows:

1. I acknowledge that participating in Camp activities, potentially to include (but not limited to): **HORSEBACK RIDING, ROCK CLIMBING, AQUATIC ACTIVITIES, TUBING AND HIGH ROPES COURSE** activities, involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, falling, tripping, hitting, scraping, puncturing. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. **I expressly accept and assume all of the risks inherent in any and all of these activities or that might have been caused by the negligence of any or all of the Releasees.** My participation in any or all of these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in any or all of these activities, whether arising from the negligence of any or all of the Releasees, a third party, or otherwise. This release does not apply to liabilities caused by the gross negligence of the Releasees.** Should any or all of the Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in any of these activities, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located (Indiana), and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This agreement shall be construed as to its fair meaning.

**By signing this document, I agree that if I am injured or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

**Signature** \_\_\_\_\_ **Print Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Telephone ( \_\_\_\_\_ )** \_\_\_\_\_ **Date** \_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT  
(Must be acknowledged for participants under the age of 18)**

I have read and understand the conditions and terms set forth above and I, individually and on behalf of the above-referenced minor, expressly agree to all conditions set forth in this Release, Hold Harmless, and Indemnification Agreement. In further consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in any of these activities, and for other good and valuable consideration, I further agree to personally indemnify and hold harmless any and all of the Releasees from any claims which are brought by or on behalf of minor or are in any way connected with the minor's activities at the Camp, whether arising from the negligence of any or all of the Releasees, a third-party, or otherwise. This indemnification shall include, but not be limited to, the costs of defense and reasonable attorney's fees.

**Parent or Guardian** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

(If notarization is necessary, please sign & stamp this side of form.)

**May we contact you about your child's experience? If so please provide your email address below.**

**Email Address** \_\_\_\_\_