



**YMCA OF CATAWBA VALLEY
GUEST LIABILITY WAIVER
(One Waiver Per Household)**

Branch: _____
 Today's Date: _____
 Unit ID#: _____
 Photo Taken (Initial): _____

Legal Name: _____ Date of Birth: _____ Gender: M F
 Home Address: _____ City: _____ State: _____ Zip: _____
 Primary Phone Number: _____ Email: _____
NOTE: Emergency Contact must be someone other than you.
 Emergency Contact Name: _____ Phone Number: _____

NOTE: If the participant listed above is under 18, complete the below line with parent/legal guardian information.
 Legal Name: _____ Date of Birth: _____ Gender: M F

Additional Family Members:
 #2) Legal Name: _____ Date of Birth: _____ Gender: M F
 #3) Legal Name: _____ Date of Birth: _____ Gender: M F
 #4) Legal Name: _____ Date of Birth: _____ Gender: M F
 #5) Legal Name: _____ Date of Birth: _____ Gender: M F

CODE OF CONDUCT: The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, all individuals are asked to act appropriately at all times when in our facility or participating in our programs. We do not permit profane language or actions that can hurt or frighten another person. Any inappropriate behavior including, but not limited to, aggressive or threatening behavior, harassment of any type, inappropriate language or sexual activity may result, at the sole discretion of the Branch, in suspension or termination of membership. In addition, the YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse; is or has been a registered sex offender; has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs; or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics, or intoxicating beverages. The YMCA conducts regular sex offender screenings on all participants, members, and guests. If a sex offender match occurs, the YMCA of Catawba Valley reserves the right to cancel membership, end program participation, remove visitation access, and notify the appropriate authorities.

WAIVER OF LIABILITY: In consideration of being permitted to enter the YMCA for any purpose including, but not limited to, observation, use of facilities or equipment, or participation in any way, the undersigned, for himself or herself and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect such premises and facilities. It is further warranted that such entry into the YMCA for observation, participation or use of any facilities or equipment constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use. **IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:** The undersigned hereby releases, waives, discharges and covenants not to sue the YMCA, its directors, officers, employees, and agents (herein after referred to as "releases") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and may claim or demand therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein; The undersigned hereby agrees to indemnify and save and hold harmless the releases from any loss, liability, damage or cost that my incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA whether caused by negligence of the releases or otherwise; and The undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to the negligence of the releases or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment hereon. **WAIVER FOR PUBLICITY:** The undersigned hereby agrees that images or video taken of the guest or the guest's family during, but not limited to, observation, use of facilities or equipment, or participation in any way may be used in any legal manner without payment to the guest. The undersigned has read and understands the terms of this document and hereby makes this agreement and pays the guest fee in exchange for the privilege of entry into the YMCA

WAIVER FOR NATIONWIDE MEMBERSHIP: By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of the YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

I HAVE READ THE ABOVE AND AGREE THAT THIS WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT IS APPLICABLE TO ALL VISITS MADE BY ME OR PARTICIPANTS UNTIL I SO REVOKE SUCH IN WRITING.

 Signature of Participant or Responsible Party if Under 18 Date

 PRINTED Name of Participant or Responsible Party if Under 18 Date