



# Winona Family YMCA Release and Waiver of Liability and Indemnity Agreement

FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Winona Family YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the Winona Family YMCA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Winona Family YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

The undersigned is aware of the different types of activities, equipment, and facilities offered by the Winona Family YMCA and is aware of the risks inherent in the participation in such activities and use of such equipment and facilities.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE WINONA FAMILY YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE WINONA FAMILY YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Winona Family YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Winona Family YMCA.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any, loss, liability, damage or cost they may, incur due to the presence of the undersigned or such children in, upon or about the Winona Family YMCA premises or in any way observing or using any facilities or equipment of the Winona Family YMCA or participating in any program affiliated with the Winona Family YMCA whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the Winona Family YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Winona Family YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

### Minor Information

In consideration of the below listed minor(s) being permitted to participate in activities associated with the Winona Family YMCA, I further agree to indemnify and hold harmless the Releasees from any claims alleging negligence which are brought by or on behalf of the minor or are in any way connected with such participation by the minor(s).

Minor Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Minor Printed Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Signature \_\_\_\_\_ today's Date \_\_\_\_\_

|                  |  |                                      |   |
|------------------|--|--------------------------------------|---|
| Staff use only:  | <input type="checkbox"/> ID verified/photocopied (18+) | <input type="checkbox"/> NSOPW (18+) | <input type="checkbox"/> Information entered in Daxko |
| Member ID: _____ | Staff Initials: _____                                  | Double check _____                   |   |

Submit form by email to [info@winonaymca.org](mailto:info@winonaymca.org) or drop at the front desk.

Last Updated  
11/23/20