



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

BRANCH #

MEMBERSHIP #

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YMCA OF GREATER GRAND RAPIDS LIABILITY FORM

MY INFORMATION

TITLE <small>(MR, MRS, MS, DR)</small>	FIRST NAME	M.I.	LAST NAME
GENDER	DATE OF BIRTH	EMPLOYER	

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT- ALL ADULTS MUST COMPLETE

I am aware and understand that the YMCA of Greater Grand Rapids assumes no responsibility for any injuries, illnesses, or contraction of contagious and infectious diseases, including coronavirus disease 2019 ("COVID-19"), which I or my child may sustain as a result of my or my child's physical condition or resulting from my or my child's participation in any activities, programs, exercise, or the use of any facility, equipment, or other activities organized or sponsored by the YMCA of Greater Grand Rapids & Affiliates (the "Activities").

I EXPRESSLY ACKNOWLEDGE THAT I ASSUME ANY AND ALL RISK FOR ANY AND ALL INJURIES, ILLNESSES, OR CONTRACTION OF CONTAGIOUS AND INFECTIOUS DISEASES, INCLUDING COVID-19, THAT MAY RESULT FROM MY OR MY CHILD'S PHYSICAL CONDITION OR RESULTING FROM MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE YMCA OF GREATER GRAND RAPIDS OR OTHERWISE.

In consideration of the privilege of joining, or using the YMCA, I hereby voluntarily waive and release the YMCA of Greater Grand Rapids & Affiliates, their directors, officers, agents, servants, volunteers, and employees from any and all claims, now known or hereafter known, for any injury, death, loss or damage, including property damage, or contraction of contagious and infectious diseases, including COVID-19, that I or my child may suffer arising out of or attributable to the Activities, whether arising out of the negligence of the YMCA of Greater Grand Rapids or otherwise. I covenant not to make or bring any such claim against the YMCA of Greater Grand Rapids & Affiliates, their directors, officers, agents, servants, volunteers, and employees, and forever release and discharge the YMCA of Greater Grand Rapids & Affiliates, their directors, officers, agents, servants, volunteers, and employees from liability under such claims. I understand the YMCA of Greater Grand Rapids is NOT responsible for personal property lost or stolen while members, guests, and/or program participants are using YMCA facilities or on YMCA premises. ALL prospective and current YMCA members and guests are screened against a national, state and/or tribal sex offender registry or database.

PHOTO/TALENT CONSENT & RELEASE

I irrevocably permit, authorize, grant and license to the YMCA of Greater Grand Rapids & Affiliates the right to use without limitation or obligation, photographs, film footage, tape recordings or other media that may include myself and my family's image, likeness, appearance, or voice (the "Materials") for purposes of promoting or interpreting YMCA programs without further consent from or royalty, payment, or other compensation to me. In consideration of the privilege of joining, or using the YMCA, I hereby voluntarily waive and release the YMCA of Greater Grand Rapids & Affiliates, their directors, officers, agents, servants, volunteers, and employees from any and all claims, now known or hereafter known, relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world, arising directly or indirectly from the YMCA of Greater Grand Rapids & Affiliates' exercise of their rights under this Liability Waiver or the production, exhibition, exploitation, advertising, promotion, or other use of the materials, and whether resulting in whole or in part from the negligence of the YMCA of Greater Grand Rapids & Affiliates, their directors, officers, agents, servants, volunteers, and employees, and I hereby covenant not to make or bring any such claim in this Photo/Talent Consent & Release Section against YMCA of Greater Grand Rapids & Affiliates, their directors, officers, agents, servants, volunteers, and employees and forever release and discharge the YMCA of Greater Grand Rapids & Affiliates, their directors, officers, agents, servants, volunteers, and employees from liability under such claims in this Photo/Talent Consent & Release Section.

GENERAL

This Liability Waiver constitutes the sole and entire agreement of the YMCA of Greater Grand Rapids and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Liability Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Liability Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Liability Waiver is binding on my estate, heirs, executors, administrators, successors, and assigns, and shall inure to the benefit of the YMCA of Greater Grand Rapids and its respective successors and assigns. All matters arising out of or relating to this Liability Waiver shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any claim or cause of action arising under this Liability Waiver may be brought only in the federal and state courts located in Kent County, Michigan and I hereby consent to the exclusive jurisdiction of such courts.

GUEST SIGNATURES

BY SIGNING OR CLICKING TO AGREE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS LIABILITY WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE YMCA OF GREATER GRAND RAPIDS.

ADULT PARTICIPANT

PRINTED NAME	SIGNATURE
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FOR MINOR GUESTS ONLY- I certify that I am the parent and/or legal guardian of (the minor) who is currently under the age of 18.

MINOR NAME	SIGNATURE OF PARENT/GUARDIAN
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GUEST OF

MEMBER NAME
