

# WAIVER NOTICE:

By scanning your membership card, all members are agreeing to the YMCA's new COVID-19 Waiver.

We appreciate your compliance and understanding.

## Adult Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document carefully and in entirety. By scanning your membership card, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Helena Family YMCA programs, now or at any time in the future.

### Acknowledgment of Risk

I hereby acknowledge and agree that participation in all Helena Family YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

### Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Helena Family YMCA programs or accessing Helena Family YMCA facilities could increase the risk of contracting COVID-19.** Helena Family YMCA in no way warrants that COVID-19 infection will not occur through participation in The Helena Family YMCA programs of accessing The Helena Family YMCA facilities.

### Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in The Helena Family YMCA, As a Helena Family YMCA member, by scanning my membership card, I agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE The Helena Family YMCA, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against The Helena Family YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of The Helena Family YMCA facilities/ equipment or participation in The Helena Family YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. In consideration of my participation in The Helena Family YMCA, by scanning my membership card, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to The Helena Family YMCA participation. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in The Helena Family YMCA participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in The Helena Family YMCA and that by scanning my membership card I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in The Helena Family YMCA. My membership records will prove, by my birthdate, I am of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. IN WITNESS WHEREOF, this instrument is duly executed by my membership card scan any date beginning May 11, 2020 or any date thereafter.