

**NEW ROCHELLE YMCA  
RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT**

\*\*\*PLEASE PRINT\*\*\*

(1st) PARTICIPANT NAME \_\_\_\_\_ Birthdate \_\_\_\_\_  
Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_  
Emergency Contact \_\_\_\_\_ Emergency Phone Number \_\_\_\_\_

(2nd) PARTICIPANT NAME \_\_\_\_\_ Birthdate \_\_\_\_\_  
Work phone \_\_\_\_\_ Cell phone \_\_\_\_\_ Email \_\_\_\_\_  
Emergency Contact \_\_\_\_\_ Emergency Phone Number \_\_\_\_\_

IN CONSIDERATION to use or participate in all PROGRAMS and ACTIVITIES of the New Rochelle YMCA including the aquatics center for any purpose, including, but not limited to observation or use of all facilities or equipment, or participation in any off-site program affiliated with the New Rochelle YMCA, 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, immediately upon entering or participating inspected and carefully considered such premises and facilities or the affiliated program. It is further warranted that such entry into the New Rochelle YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment 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.

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

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the New Rochelle YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the New Rochelle YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the New Rochelle YMCA premises or in any way observing or using any facilities or equipment of the New Rochelle YMCA or participating in any program affiliated with the New Rochelle 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 due to negligence of releasee or otherwise while in, about, or upon the premises of the New Rochelle YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the New Rochelle 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 New York 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. I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE. I understand my photo may be used in Y promotions. I accept the Y's right to email /and/ or text breaking notifications and relevant communications. ie; The Y is closing due to the weather.

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

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

\*Signature of Parent/Guardian if participant is under 18 years of age

In keeping with our mandate of building strong kids and families and to maintain safe and comfortable facilities, convicted or registered sex offenders are excluded from membership and program participation at the New Rochelle YMCA, and offenders shall not enter onto YMCA property or loiter in the vicinity of YMCA programs and activities.