

YMCA

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR THE PURPOSE OF POOL AND FACILITY USE, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as “releases”) from all liability to the undersigned, his personal representatives, assigns, heirs, and the next of kin for any loss or damage, 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 releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein.
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 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.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of 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.

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 Alabama 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, further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made and that the participants of the child care facility are fully knowledgeable and accepting of this agreement.

HAVE READ THIS RELEASE:

Print name of participant

Signature of Applicant

Date

(if child is under the age of 19, parent or guardian must sign)

Evangel Christian School
NAME OF RENTAL GROUP

J. Lee. Tillman
RENTAL GROUP DIRECTOR