



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

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING YMCA OF SOUTHERN MAINE FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR

Assumption of Risk

I, in my legal capacity as guardian of the individual named below (“Individual”), acknowledge and agree that any use of YMCA of Southern Maine facilities, services, equipment and premises (“Facilities”) and any participation in YMCA of Southern Maine programs and activities (“Programs”) comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease including, without limitation, COVID-19. I voluntarily, for myself and Individual, accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of Individual’s use of Facilities and participation in Programs I, in my legal capacity as guardian of Individual, agree on behalf of myself and Individual that YMCA of Southern Maine, its officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by Individual, however occurring including, but not limited to, the negligence of Releasees. I understand that Individual and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, in my legal capacity as the guardian of Individual, on behalf of Individual, myself, and any and all legal successors and proxies, to release **and HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Individual, myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I, in my legal capacity as guardian of Individual, agree on behalf of myself and Individual to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs.

Individual’s Name (Print Clearly)

Date

Guardian Signature

Guardian Name (Print Clearly)