



The Valley Shore YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Birthday Party Participant Waiver

RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

PLEASE PRINT

Birthday Party Guest

NAME _____ Birthdate _____

Address _____ City _____ State _____ Zip _____

Emergency Contact Name _____ Relationship: _____

Phone _____ Email _____

Name of Party you are here for: _____

IN CONSIDERATION to use or participate in all PROGRAMS and ACTIVITIES of The Valley Shore YMCA including the climbing wall 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 Valley Shore 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 Valley Shore YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement 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 VALLEY SHORE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES EQUIPEMENT, OR PARTICIPATION IN ANY OFF-STIRE PROGRAM AFFILIATED WITH THE VALLEY SHORE YMCA, THE UNDERSIDNGED HERBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND CONVENANTS NOT TO SUE The Valley Shore YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his persona 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 releases 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 VALLEY SHORE YMCA.

2. THE UNDERSIDNED HEREBY AGREES TO INDEMNIGY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost that may incur due to the presence of the undersigned in, upon or about The VALLEY SHORE YMCA premises of in any way observing or using any facilities or equipment of The VALLEY SHORE YMCA or participating in any program affiliated with The Valley Shore YMCA whether caused by the 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 negligence of release or otherwise while in, about, or upon the premises of The Valley Shore YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with The Valley Shore YMCA.

THE UNDERSIGNED further expressly agrees with the foregoing RELESASE, WAIVER AND INDEMNITED AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and 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 SIGNES THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statement 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. i.e.; the Y is closing due to the weather.

The Undersigned acknowledges that it is the policy of The Valley Shore YMCA to deny entry to any individual convicted of a sexual offense and that the YMCA will periodically check its member's record of convictions.

HAVE YOU EVER BEEN CONVICTED OF A SEXUAL OFFENSE?

YES

NO

Parent/Guardian Signature:

Date _____

Print name _____

Signature _____