



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Membership #: \_\_\_\_\_  
Staff Initials: \_\_\_\_\_  
Staff Use Only

## GUEST WAIVER

### Member Code of Conduct

The YMCA of Greater Richmond ("YMCA") is committed to providing a safe and welcoming environment for all members, participants and guests participating in our programs and/or using our facilities. To promote safety and comfort for all, individuals are expected to act appropriately at all times when they are in our facility, on our property or participating in our programs and to adhere to the values of the YMCA – caring, honesty, respect and responsibility. We expect persons using the YMCA to behave in a mature and responsible way, and to respect the rights and dignity of others, including YMCA staff. Our Code of Conduct does not permit language or any action that can hurt or frighten another person, or that does not adhere to a generally accepted standard of conduct. The YMCA of Greater Richmond reserves the right to deny access or membership to any person whose behavior does not conform to our Member Code of Conduct.

### Release, Waiver of Liability and Indemnity Agreement

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, for himself or herself as well as on behalf of any individuals included on this agreement and any personal representatives, heirs, and next of kin (the "Undersigned"), the Undersigned hereby acknowledges, agrees and represents that the Undersigned has, or will immediately upon entering or participating, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the 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 programs 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 YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, 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 "Releasees") from all liability to the Undersigned 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, which is in any way associated with the Undersigned's presence in, upon, or about the premises or any facilities or equipment therein, or participation in any program affiliated with the YMCA, without respect to location.
2. The Undersigned hereby agrees to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur which is in any way associated with the Undersigned's presence in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA.
3. The Undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage which is in any way associated with the Undersigned's presence in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

The Undersigned further expressly agrees that the foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and exclusive as permitted by law of the state of Virginia 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, 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. **The UNDERSIGNED acknowledges that the YMCA of Greater Richmond is a charitable non-profit organization under the laws of the State of Virginia and nothing in this RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be construed as a waiver of charitable non-profit status and/or benefits under Virginia law. (Revised 4/2016) I have read and understood all of the above, and the information I have provided is correct to the best of my knowledge.**

Adult Guest or Parent/Legal Guardian

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ DOB    /    /

Adult Guest or Parent/Legal Guardian

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ DOB    /    /

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_ Today's Date \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Printed Name of Youth Guest \_\_\_\_\_ DOB    /    /

Printed Name of Youth Guest \_\_\_\_\_ DOB    /    /

Printed Name of Youth Guest \_\_\_\_\_ DOB    /    /

For minors, must be signed by a legal guardian. Minor guests must be accompanied by an adult.