

PERMISSION AND WAIVER FOR PARTICIPATION

CHILD'S NAME _____ Current Grade _____

PARENT NAME _____

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING WINTHROP AREA YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE.

I have read all the provisions of this Agreement as well as the KIDS CLUB handbook and agree to abide by all the terms and conditions set forth in those documents I agree and grant permission for my son / daughter / legal dependent to participate in the Winthrop Area YMCA Kids Club Program. I have read and signed and have discussed the Kids Club Code of Conduct with my child and we agree to all aspects of that Code of Conduct. I have read and understand the fee structure and agree to keep current with payments for the Kids Club Program.

Assumption of Risk

I, in my legal capacity as parent/guardian of the minor named below ("Minor"), acknowledge and agree that any use of Winthrop Area YMCA facilities, services, equipment and premises ("Facilities") and any participation in Winthrop Area YMCA 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 Minor, accept and assume full responsibility for these risks as well as 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 Minor's use of Facilities and participation in Programs I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that Winthrop Area YMCA, 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 Minor, however occurring including, but not limited to, the negligence of Releasees. I understand that Minor 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 parent/guardian of Minor, on behalf of Minor, 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 Minor, 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 parent/guardian of Minor, agree on behalf of myself and Minor 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.

Parental Signature _____ **Date** _____

AUTHORIZATION AND RELEASE FOR MEDICAL CARE

If the child named herein should have a sudden illness or accident while attending the YMCA KIDS CLUB program, I understand: The staff will make attempt to reach me for instructions. If that cannot be done immediately or the situation is viewed as critical by the staff members in charge, I request that one of the following physicians be called, but if the emergency treatment is needed immediately.

I authorize the YMCA staff to immediately request assistance from rescue personnel, or to deliver my child to the nearest emergency room and to consent to any emergency treatment that is recommended by rescue or emergency room staff. It is understood that efforts will be made to contact the undersigned before treatment is given if time permits, but that treatment will not be withheld if I cannot be reached.

It is also understood that I will be responsible for all costs involved in treatment of this minor child. In addition to any other agreement, I have with the YMCA.

I understand the Winthrop Area YMCA, State YMCA of Maine, Winthrop Public Schools, their staffs, volunteers, or agents shall not be liable for any injury sustained by the child during this program, and I accept full responsibility for any accident or injury which may occur.

Parental Signature _____ **Date** _____

RELEASE OF PHOTOGRAPHS

I understand that pictures are taken throughout the year at many YMCA program activities. These pictures may be made public and used by the YMCA in articles, publications, promotional material, and other display methods in furtherance of benefiting the Winthrop Area YMCA. I give permission for pictures to be taken of my child _____ and used for the above stated purposes.

Parental Signature _____ **Date** _____

**THIS FORM MUST
BE RETURNED TO
PARTICIPATE IN
KIDS CLUB**