CITY OF MORGAN HILL AND YMCA OF SILICON VALLEY: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA and City of Morgan Hill (or for my children to so participate) 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 YMCA or City of Morgan Hill, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA or City of Morgan Hill 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 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 by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA AND CITY OF MORGAN HILL 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 YMCA OR CITY OF MORGAN HILL, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, AND DISCHARGES the YMCA, its directors, officers, employees, and agents, and City of Morgan Hill elected officials, officers, employees, agents and representatives(hereinafter referred to as “releasees”) from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor 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 or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA or City of Morgan Hill.
2. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY CONVENANTS NOT TO SUE either the YMCA, its directors, officers, employees, and agents, or City of Morgan Hill elected officials, officers, employees, agents and representatives(hereinafter referred to as “releasees”) from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor 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 or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA or City of Morgan Hill.
3. 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 or such children in, upon or about the YMCA or City of Morgan Hill premises or in any way observing or using any facilities or equipment of the YMCA or City of Morgan Hill or participating in any program affiliated with the YMCA and City of Morgan Hill whether caused by the negligence of the releasees or otherwise.
4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the YMCA or City of Morgan Hill and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA or City of Morgan Hill.

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 California 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, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. **I HAVE READ THIS RELEASE.**

Signature of Applicant/Parent	Date	Print Name of Child in Program	Date
Print Name of Applicant/Parent	Date	Print Name of Child in Program	Date
Signature of Applicant/Parent	Date	Print Name of Child in Program	Date
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