

Greater Philadelphia YMCA
RELEASE AND 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 way with the Greater Philadelphia YMCA, without respect to location, 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, 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 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 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. To the fullest extent permissible by law, each party agrees to save and hold harmless the other, including its owners, employees, trustees, agents or officers from and against any claim, suit, cause of action settlement or judgment brought against it by any party arising out of the indemnifying party's negligence including attorney's fees and other costs of suit.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania 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 Camp Speers YMCA property includes bogs, wooded trails, rocks trees, a lake (that freezes in the winter). The undersigned accepts the inherent risks associated with outdoor (wilderness) activities.

RISKS ASSOCIATED WITH HORSES AND OTHER FARM ANIMALS

Undersigned accepts responsibility and inherent risks associated with activities with, or in proximity to, horses and other farm animals. I recognize that there is an inherent danger associated with horses and other farm animals. I agree to hold harmless and blameless and indemnify the Greater Philadelphia YMCA, the Camp Speers YMCA branch of the Greater Philadelphia YMCA, employees, because of, including but not limited to any accident, which I might receive or experience using or accessing or being within close proximity to horses and other farm animals.

PERMISSION TO VIDEOTAPE AND/OR PHOTOGRAPH

- I hereby grant permission to be videotaped and/or photographed while I am participating in programs and activities of Greater Philadelphia YMCA. It is my understanding that videotaping and photographs will be used for educational, training and promotional purposes only. I may revoke this permission at any time by sending a letter to Greater Philadelphia YMCA with a copy of a photograph for identification purposes to minimize the accidental use of my image.
- I do not grant permission to be videotaped and/or photographed while participating in programs and activities of Greater Philadelphia YMCA. I have provided a labeled photograph for identification purposes to minimize the accidental use of my image.

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.

__/__/__ _____
date participant's signature

__/__/__ _____
date parent's or guardian's signature (if
participant is legally a minor)

Print name _____

Print name _____

Participant Date of Birth

Mailing Address: _____

Email Address: _____ Phone: _____