Program Participant and Guest Release & Waiver

Physical exercise, training and related activities can be strenuous and may cause serious injury. The YMCA of Metropolitan Chattanooga, Inc. ("YMCA") urges every member to obtain a physical examination from a medical doctor before using any exercise equipment or participating in any exercise or training class, related activity or YMCA sponsored program event or before undergoing changes in diet including the use of food supplements, weight reduction and/or body building enhancement products.

I, the undersigned agree to follow all rules and regulations of the YMCA while in, upon or about the premises or while using or observing the premises or any facilities or equipment, and understand and agree that I may be expelled at any time, for failure to abide by such rules and regulations.

I, the undersigned, agree to ensure that my chil(ren), dependent(s), and/or other minors for whom I am responsible or for whose presence at the YMCA I am responsible follow all rules and regulations of the YMCA while in, upon or about the premises or while using or observing the premises or any facilities or equipment, and understand and agree that my child(ren), dependent(s) and/or other minors for whom I am responsible or for whose presence at YMCA I am responsible may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVING OR USING ANY FACILITIES OR EQUIPMENT, OR PARTICIPATING IN ANY ON-SITE OR OFF-SITE PROGRAM, ACTIVITY OR CLASS AFFILIATED WITH THE YMCA, INCLUDING USE OF THE YMCA DAY CARE FACILITIES, THE UNDERSIGNED HEREBY AGREE TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF HIS OR HER CHILDREN, 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 or his or her children and all their respective 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 or his or her children, whether or not caused by the negligence of any person, the releasees or otherwise while the undersigned or his or her children is in, upon, or about the YMCA premises or any facilities or equipment therein or participating in any program, class or activity affiliated with the YMCA without respect as to location.

2. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF HIS OR HER CHILDREN, HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or his or her children in, upon or about the YMCA premises or in any way observing the use of or using any facilities or equipment of the YMCA or participating in any program, class or activity affiliated with the YMCA without respect as to location whether or not caused by the negligence of any person, the releasees or otherwise.

3. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF HIS OR HER CHILDREN, HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or his or her children whether or not caused by the negligence of any person, the releasees or otherwise while in, about or upon the premises of the YMCA and/or while observing the use of using the premises or any facilities or equipment thereon or participating in any program, class or activity affiliated with the YMCA without respect as to location.

The Undersigned, on his or her behalf and behalf of such children, specifically assumes all risks of personal injury, property loss, or damages whatsoever including risks associated with racquet sports, aerobics, yoga, fitness classes, fitness equipment, exercise, swimming, weights, locker room, sauna, parking, child care or in any program, class or activity affiliated with the YMCA without respect as to location. This assumption of risk also includes environmental, theft, and contagion risks in addition to risk associated with use of the YMCA's health and fitness advisory services.

4. IF THE UNDERSIGNED IS PLACING HIS OR HER CHILDREN IN A YMCA CHILD'S PROGRAM, ACTIVITY OR EVENT, THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY acknowledges that having his or her child or children participate in such activities may include inherent risks, hazards, and dangers that cannot necessarily be predicted or controlled. The Undersigned further understands that not all inherent risks, hazards and dangers can be eliminated, and that the inherent risks of the such activities can cause property damage, injury, illness, paralysis or death. Some of the activities such children may be involved with include, but are not limited to: wilderness travel and activities, bouldering, rock climbing, crafts, mountain biking, ropes challenge courses, archery, rafting, swimming, horseback riding, fishing, overnight camping, and other program activities.

5. THIS RELEASE & WAIVER SHALL BE GOVERNED BY AND CONSTRUED UNDER THE APPLICABLE LAWS OF THE STATE OF TENNESSEE. 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 Tennessee 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 HAVE READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no one has made any oral representations, statements or inducement other than as set forth above in writing.

Print Name of Minor Child Participant Date	Print Name of Minor Child Participant Date
Print Name of Minor Child Participant Date	Print Name of Participant/Parent Date
Print Name of Minor Child Participant Date	Signature of Participant/Parent Date