

**New Canaan Community YMCA, Inc.
Assumption of Risk, Waiver, Release,
Covenant Not to Sue and Indemnification Agreement**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. READ THIS DOCUMENT CAREFULLY AND IN ITS ENTIRETY. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY, NOW OR ANY TIME IN THE FUTURE, FOR PERSONAL INJURY, ILLNESS OR PROPERTY DAMAGE HOWEVER CAUSED, ARISING OUT OF USE OF THE NEW CANAAN COMMUNITY YMCA, INC. ("NEW CANAAN Y") PREMISES, FACILITIES OR EQUIPMENT.

Acknowledgment and Assumption of Risk

I acknowledge and agree that the use of the New Canaan Y's premises, facilities or equipment comes with inherent risks including, but not limited to: (1) athletic injuries, (2) aquatic injuries, (3) slips, trips, and falls, (4) medical events relating to new or existing known or unknown conditions, and (5) illness, including exposure to and infection with viruses or bacteria. I acknowledge that the preceding list is not inclusive of all possible risks associated with such participation and use. On behalf of myself and/or my minor child named herein, I voluntarily accept and assume full responsibility for and hereby release the New Canaan Y from all liability for any loss, illness, property damage, or death associated with the use of its premises, facilities or equipment.

Further, I certify that I and/or my named minor child are in good health and have no conditions or impairments which would preclude our safe use of the New Canaan Y's premises, facilities or equipment. In the event of an emergency requiring medical care, the New Canaan Y is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances. I agree that I will be solely responsible for any and all costs of medical care administered to me and/or my minor child.

Waiver, Release, Covenant Not to Sue & Indemnification

In consideration of my and/or my minor child's use of the New Canaan Y's premises, facilities and/or equipment, I, on behalf of myself, my heirs, representatives, executors, administrators, and assigns, (hereinafter collectively referred to as "Releasors"), AGREE TO WAIVE, RELEASE AND COVENANT NOT TO SUE the New Canaan Y, its branches, officers, directors, employees, board of directors, volunteers, agents, representatives and insurers ("Releasees") from any and all liability, causes of action, claims, or demands of any nature whatsoever Releasors may have now or in the future arising out of or related to any loss, damage, or injury, including death, that may be sustained by me and/or my minor child, or to any property belonging to us, while using the New Canaan Y's facilities or equipment, or while in or upon the New Canaan Y's premises, whether caused by the negligence of the Releasees or otherwise. Releasors further agree that if they should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding

prohibited by this Agreement, this section may be raised as a complete bar to any such action, claim or proceeding and Releasees shall have a right to recover from Releasors all costs incurred in connection with such action, claim or proceeding, including attorneys' fees, if it is determined that any such action, claim or proceeding is prohibited by this Agreement. Releasors further agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, costs, including court costs and attorneys' fees, or losses of any nature whatsoever arising out of or in any way related to my and/or my minor child's use of the New Canaan Y's facilities or equipment, or presence in or upon the New Canaan Y's premises.

Releasors expressly agree that the foregoing waiver and release is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, Releasors agree that the balance shall, notwithstanding, continue in full force and effect.

Permission for Use of Photos and Videos

I hereby give permission for photos or videos of myself and my minor child while utilizing the New Canaan Y's facilities or equipment, or present in or upon the New Canaan Y's premises, for promotional purposes. I acknowledge that I must contact the New Canaan Y's Membership Director to revoke this permission.

Acknowledgement

On behalf of myself and as parent or guardian of minor named below, I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that it is my express intent that this agreement is to be binding upon myself, my spouse, my heirs, executors, administrators, and representatives in the event of my death or incapacity.

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Signature		Date	
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Printed Name		Phone #	Date of Birth / /
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Street Address		City/State/Zip	
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Emergency Contact Name and Phone #		Minor Child Name	Date of Birth / /