



The Old Town - Orono YMCA

Revised 05/05/2020

Member & Participant

Waiver Form

1st Staff Initial: _____

2nd Staff Initial: _____

Membership Type: <input type="checkbox"/> Member <input type="checkbox"/> Participant					
Membership Category: <input type="checkbox"/> Preschool <input type="checkbox"/> Youth <input type="checkbox"/> Teen <input type="checkbox"/> Young Adult <input type="checkbox"/> Adult <input type="checkbox"/> Senior <input type="checkbox"/> Family <input type="checkbox"/> Senior Couple					
Primary Adult					
First Name	MI	Last Name	Date of Birth	Gender <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> Other	
Address		Apt.	City	State	Zip
Phone Number		Email		Veteran <input type="checkbox"/> Y <input type="checkbox"/> N	
Ethnicity <input type="checkbox"/> Caucasian/White <input type="checkbox"/> Native American <input type="checkbox"/> African American/Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian/Pacific Islander <input type="checkbox"/> Other					
Emergency Contact: First Name		Last Name		Phone Number	Relation to Primary
Employer Name					
Secondary Adult					
First Name	Last Name		Date of Birth	Gender	Relation to Primary
Additional Family Members					
First Name	Last Name		Date of Birth	Gender	Relation to Primary
First Name	Last Name		Date of Birth	Gender	Relation to Primary
First Name	Last Name		Date of Birth	Gender	Relation to Primary
First Name	Last Name		Date of Birth	Gender	Relation to Primary

Old Town-Orono YMCA Sex Offender Policy

The Old Town – Orono YMCA considers it of great importance to provide a safe and threat-free environment at the Old Town – Orono YMCA. For this reason, the YMCA monitors the sexual offender registry. Persons on that list will not be eligible for YMCA membership, program participation, volunteer or employment opportunities with this YMCA.

FACILITY RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

IN CONSIDERATION of 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 off-site program affiliated with the YMCA, 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 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.

FACILITY RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT CONTINUED

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 OFF-SITE PROGRAM AFFILIATED WITH THE YMCA. I, for myself and as the parent and/or legal guardian of above listed, understand the nature of activities and the inherent dangers involved in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the OLD TOWN/ORONO YMCA, its instructors, and employees, from any and all liability, claims, demands, losses or damages in any way related to my or my child's use of the facilities, equipment, or apparatus of OLD TOWN/ORONO YMCA. I further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or any cost that may incur as the result of any such claim, to the fullest extent permitted by law.

THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
2. THE UNDERSIGNED 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 in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.
4. 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 Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this release, I acknowledge my understanding and acceptance of the following for Gymnastics (Initial)

That gymnastics is an active sport, which requires strength, agility and concentration and that it is solely my responsibility to determine that my child is in good health and good physical and mental condition before permitting my child to exercise, work out, receive instruction or perform. That gymnastics requires twisting, turning, tumbling, jumping, extension and rotation, which movements are often performed with considerable force and/or at considerable height and which can result in severe, permanent personal injuries, including, but not limited to, bruised, strained, sprained or torn muscles, tendons and ligaments, broken bones, derangements or dislocations of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. That gymnastics requires the use of apparatus and equipment, which may cause or contribute to severe, permanent personal injuries, such as those described above.

By signing this release, I acknowledge my understanding and acceptance of the following for Contact Sports (Initial)

That there are numerous risks and hazards inherent in contact sports including but not limited to: collisions with other participants and spectators, athletic injuries, and various other forms of injury. Further, I understand that there may be other risks not known to me or reasonably foreseeable at this time. I understand that having an Old Town-Orono YMCA employee present does not lessen the amount or severity of the risks of these activities. I understand that Old Town-Orono YMCA is not responsible for my safety and I freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in contact sports.

By signing this release, I acknowledge my understanding and acceptance of the following for Rock Climbing (Initial)

That there are numerous risks and hazards inherent in the sport of climbing including but not limited to: collisions with other participants and spectators. Further, I understand that there may be other risks not known to me or reasonably foreseeable at this time. I understand that having an Old Town-Orono YMCA employee present does not lessen the amount or severity of the risks of these activities. I understand that Old Town-Orono YMCA is not responsible for my safety and I freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in the sport of climbing.

By signing this release, I acknowledge my understanding and acceptance of the following for Fitness and Exercise (Initial)

I have been offered and urged to attend an equipment orientation before using any equipment or beginning any exercise. I have been urged to consult with my physician for a physical to determine any health risks associated with my exercising. I understand that exercise will place an increased workload on my cardiorespiratory and musculoskeletal system and there is a risk of physical changes during or following my exercise. I understand that failure to use the equipment properly may result in injury, illness, or medical problems not limited to fractured or broken bones, strained or torn muscles, tendons, or ligaments, dizziness, feeling light headed or becoming faint, stroke, heart attack, joint problems or other physical problems. I understand I am responsible for monitoring my own condition throughout the exercise program and should any unusual symptoms occur, I will cease my participation and inform the fitness instructor, another YMCA professional staff member or the front desk attendant. I certify I have no physical condition which prevents me from safely engaging in an exercise program and agree to abide by all rules and regulations of the YMCA.

By signing this release, I acknowledge my understanding and acceptance of the following for Nationwide Membership (Initial)

By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

By signing this release, I acknowledge my understanding and acceptance of the following for COVID-19 (Initial)

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in the Old Town - Orono YMCA programs or accessing the Old Town - Orono YMCA facilities could increase the risk of contracting COVID-19. The Old Town - Orono YMCA in no way warrants that COVID-19 infection will not occur through participation in the Old Town - Orono YMCA programs or accessing the Old Town - Orono YMCA facilities.

I have read the Release of Liability for Personal Injury and have been given the opportunity to speak with a representative of OLD TOWN-ORONO YMCA before signing this release.

I agree to abide by the Old Town - Orono YMCA Member Code of Conduct (Initial)

I HAVE READ THIS RELEASE:

I HAVE READ THIS RELEASE:

Member/Participant Signature Date Parent/Legal Guardian of Member/Participant (if legally a minor) Date

The Old Town - Orono Y does take photographs and/or videos during both regular business hours and during special events that may be used for promotional purposes.