



OTTUMWA FAMILY YMCA

Release and Waiver of Liability

PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

Thank you for your interest in participating in YMCA of Ottumwa programming. Please understand that participation in our programs involves certain inherent risks, which may include bodily injury, personal injury, illness, death, or property damage to you or others. By signing this Release and Waiver of Liability ("Release"), you freely, voluntarily, and without duress agree to the following terms:

1. Release and Waiver

You hereby release, discharge, and hold harmless the National Council of Young Men's Christian Associations of the United States of America, an Iowa not-for-profit corporation and an organization exempt from federal taxation under section 501(c)(3) of the Internal Revenue Code ("YMCA of the USA"), its chartered member association YMCA of Ottumwa in the United States ("YMCA"), and their respective officers, directors, employees, agents, successors, and assigns (collectively referred to as the "Released Parties") from any and all liability, claims, demands, or causes of action, whether in law or equity, arising out of or related to your participation in YMCA of Ottumwa programs.

This Release discharges the Released Parties from liability for any bodily injury, personal injury, illness, death, or property damage that may result from participation in YMCA programs, whether caused by the negligence of the Released Parties or otherwise. You acknowledge and agree that the Released Parties have no obligation to provide financial assistance, medical, health, or disability insurance in the event of injury or illness.

2. Medical Treatment

You release and forever discharge the Released Parties from any claims that may arise as a result of any first aid, treatment, or medical services rendered to you during your participation in YMCA programs.

3. Assumption of Risk

Participation in YMCA programs, including but not limited to fitness, sports, child care, youth programming, and other related activities, involves certain risks. These risks may include, but are not limited to:

- Physical injuries from exercise, equipment use, or sports participation.
- Accidents or incidents during child care or youth programming activities.
- Exposure to illnesses, including infectious diseases such as COVID-19.

You understand and expressly assume these risks and release the Released Parties from all liability for injury, illness, death, or property damage resulting from participation in YMCA programs and related activities, including transportation to and from activities.

4. Insurance

You acknowledge that the Released Parties do not carry or maintain health, medical, or disability insurance coverage for program participants, unless otherwise agreed to in writing. You are expected and encouraged to obtain your own medical or health insurance coverage.

5. Scope and Severability of Release

This Release is intended to be as broad and inclusive as permitted by the laws of the State of Iowa (or the state where participation occurs). It is governed by and interpreted in accordance with the laws of that state. If any provision of this Release is found to be invalid, the remaining provisions shall remain in full force and effect.

6. Photo/Video Release

You grant the YMCA permission to take and use photographs, videos, or other media of you or your minor child(ren) for promotional, marketing, or educational purposes without compensation.

In Witness Whereof

I, or my legal guardian if I am under the age of 18, have carefully read this Release, understand its contents, and agree to its terms. By signing below, I acknowledge that I am giving up certain legal rights, including the right to sue the Released Parties for any claims related to my participation in YMCA programming.

Participant Information:

Name: _____

Date of Birth: _____

If Participant is a Minor:

Parent/Guardian Name: _____

Relationship to Minor: _____

Signature:

Participant or Parent/Guardian

Date: