



**Golden State YMCA / YMCA Camp Sequoia Lake / Sequoia Lake Conference of YMCA's  
ASSUMPTION OF RISK AND WAIVER OF LIABILITY, AND  
INDEMNITY AGREEMENT**

Adult Participant Name:

(Please Print)

Child Participant Name:

(Please Print)

Parent/Legal Guardian Name:

(Please Print)

**THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (THE "AGREEMENT") CONTAINS A WAIVER OF YOUR RIGHT TO SUE, AND A RELEASE OF ALL CLAIMS, AS WELL AS OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS. PLEASE READ ALL OF THE PROVISIONS OF THIS AGREEMENT VERY CAREFULLY.**

**WAIVER**

In Consideration for being permitted to utilize the facilities and services of, and participate in the programs and activities offered by, the Released Parties (as defined below), I, for myself and for my children, heirs, representatives, executors, administrators, successors, assigns, and any other person or entity acting on my or my children's behalf or on behalf of my or my children's estate, do hereby release, waive, discharge, and promise not to sue the Released Parties for any and all claims, damages, or liabilities, in connection with the utilization of the Released Parties' facilities and services and/or participation in the Released Parties' programs and activities, including without limitation, personal injury (including death), accidents or illnesses, and loss or damage to personal property, even if arising from the negligence of the Released Parties. The term "Released Parties" means the Golden State YMCA, YMCA Camp Sequoia Lake, and Sequoia Lake Conference of YMCA's, as well as all officers, trustees, directors, employees, volunteers, partners, and shareholders of each of the foregoing.

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, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

Version update: 09/2024

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY

RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his 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, whether caused by the negligence of the releasees or otherwise while the undersigned or such children 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 releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children 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 releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees 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. By electronically or physically signing this Agreement, I represent, warrant, and declare that I have fully considered the associated risks, that I do not have any health or medical condition or personal sensitivity that might be exacerbated by my utilization or participation, that I have either consulted my medical provider about my utilization/participation and the associated risks or have knowingly decided not to consult my medical provider, and that I am making an informed decision to do so despite the potential risks.
4. YMCA cannot guarantee that you or your child will not become infected with COVID-19. Further, attending YMCA facilities, programs or childcare could increase your family's risk, your risk, and your child's risk of contracting COVID-19. By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that my child and I along with my family may be exposed to or infected by COVID-19 by attending YMCA facilities, programs or childcare and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at YMCA facilities, programs or childcare may result from the actions, omissions, or negligence of myself and others, including, but not limited to, YMCA employees, volunteers, and program participants and their families I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child or my family may experience or incur in connection with my child's attendance at YMCA or participation in YMCA programming ("Claims"). On my behalf, and on behalf of my family and children, I hereby release, covenant not to sue, discharge, and hold harmless YMCA, its employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, suits, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of YMCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any YMCA program.
5. THE UNDERSIGNED HEREBY AFFIRMS THAT the health histories provided for myself and my party are correct and accurately reflect the health status of the camper(s) to whom they pertain. Further, the undersigned understands that the information on the health history form will be shared on a "need to know" with camp staff in the event of a medical emergency wherein both parents or legal guardians are unavailable or incapacitated. I, the undersigned,

give permission for the family members included in these registration materials to receive first aid from camp staff certified in first aid and CPR or who hold a higher certification as directed

by parents/legal guardians or in the event that parents or legal guardians are unavailable or incapacitated. The undersigned further gives permission to photocopy this form if needed in an emergency. If I, the undersigned, cannot be reached in an emergency, I, the undersigned, give my permission to the physician to hospitalize and secure proper treatment for the family members indicated. I give permission to the medical personnel selected by the camp to order x-rays, routine tests, and treatment related to the health of the child indicated for routine health care and in emergency situations.

6. THE UNDERSIGNED HEREBY GIVES CONSENT for my child to be taken off site by YMCA Camp Sequoia Lake staff for the purpose of day hikes, overnight backpacks, and special events as outlined in the program descriptions. Further, the undersigned gives consent for my child to be taken off site by YMCA Camp Sequoia Lake staff for emergency treatment if parents/legal guardians are unavailable, or in the event of emergency evacuation.
7. THE UNDERSIGNED HEREBY GIVES PERMISSION for the Golden State YMCA, or any of its branches, to use any photographs or video footage taken of the undersigned and/or the undersigned's children participating in YMCA Camp Sequoia Lake activities in future YMCA promotional purposes, without additional release or authorization.
8. 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 California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
9. I agree that clicking on the consent box or electronically signing this Agreement will have the same effect as if I were physically signing this Agreement and is evidence of my intent to be bound by this Agreement.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY YMCA FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Adult Participant Signature:

Parent/Legal Guardian Signature:

Date: