

**YMCA OF METROPOLITAN DALLAS AUTHORIZATIONS, RELEASE AND WAIVER OF LIABILITY**

**YMCA POLICIES:** I acknowledge and agree that I and my minor child(ren) will abide by all posted and communicated YMCA rules and policies. [https://www.ymcadallas.org/membership/membership\\_policies/](https://www.ymcadallas.org/membership/membership_policies/)

**MEDICAL TREATMENT AND TRANSPORTATION AUTHORIZATION:** In the event of any emergency requiring medical care, the Y is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances. I understand accident insurance is not included in YMCA fees. Should I or my child(ren) require medical treatment, medication, or hospital care; I shall solely bear the expenses. I grant permission for myself and my child(ren) to be transported in an authorized YMCA vehicle if applicable to the specific program/event in which I/my child is registered or in the event of an emergency.

**PHOTO/VIDEO/MEDIA AUTHORIZATION AND RELEASE:** I grant permission for the YMCA to use my and my minor child(ren)'s likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the YMCA and will not be returned. I hereby hold harmless, release, and forever discharge the YMCA from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

**HIGH RISK ACTIVITIES ASSUMPTION OF RISKS:** I hereby acknowledge and agree that participation in YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with YMCA participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria (5) injury or in extreme cases permanent trauma, or death. I further acknowledge that the preceding list is not inclusive of all possible risks associated with YMCA participation and that said list in no way limits the operation of this Agreement. To the best of my knowledge, I and my child(ren) have the maturity, required skills, and physical ability to participate in YMCA activities for which I have registered. **I HEREBY PERSONALLY, AND TO THE MAXIMUM EXTENT ALLOWED BY LAW ON BEHALF OF ALL FAMILY MEMBERS, ASSUME ALL RISK, WHETHER FORESEEN OR UNFORESEEN, IN CONNECTION WITH PARTICIPATING IN THE ABOVE ACTIVITIES, FOR ANY HARM INJURY OR DAMAGE THAT MAY BEFALL ME AS A RESULT OF MY PARTICIPATION IN SAID ACTIVITIES AT ANY TIME. IT IS MY INTENTION BY THIS INSTRUMENT TO EXEMPT AND RELEASE THE Y FROM ALL LIABILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE. WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.**

**WAIVER OF LIABILITY**

In consideration of my participation with the YMCA of Metropolitan Dallas, I, the undersigned, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** YMCA of Metropolitan Dallas, the National Council of Young Men's Christian Associations of the United States of America, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against YMCA of Metropolitan Dallas on account of personal injury, property damage, death, accident of any kind or any liability arising out of any actual, alleged, or threatened infectious, pathogenic, toxic, or other harmful properties of any "organic pathogen", which includes but may not be limited to bacteria, viruses or other pathogens whether or not a microorganism, regardless of whether such "organic pathogen" is the result of a local outbreak, epidemic, pandemic or unknown cause, arising out of or in any way related to the use of YMCA of Metropolitan Dallas facilities/equipment or participation in YMCA of Metropolitan Dallas programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my participation with the YMCA of Metropolitan Dallas, I, the undersigned participant, **AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, LOSSES, OR COSTS OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO MY PARTICIPATION WITH THE YMCA.** I hereby certify that I have full knowledge of the nature and extent of the risks inherent in YMCA participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating with the YMCA and that by signing this agreement **I HEREBY RELEASE RELEASEES FROM ALL LIABILITY FOR SUCH LOSS, DAMAGE, OR DEATH. I FURTHER CERTIFY THAT I AM IN GOOD HEALTH AND THAT I HAVE NO CONDITIONS OR IMPAIRMENTS WHICH WOULD PRECLUDE MY SAFE PARTICIPATION WITH THE YMCA.**

The undersigned expressly agrees that the foregoing Waiver of Liability is intended to be as broad and inclusive as is permitted by the law of Texas and that if any portion thereof is held invalid, the undersigned agrees that the balance shall; notwithstanding, continue in full force and effect.

**THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS AGREEMENT AND FURTHER AGREES THAT NO REPRESENTATIONS OR STATEMENTS OTHER THAN THOSE SET FORTH HEREIN HAVE BEEN MADE.**

**BY MY SIGNATURE BELOW I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE FOREGOING AGREEMENTS, ASSUMPTION OF RISKS, RELEASE AND WAIVER OF LIABILITY, UNDERSTAND THE CONTENTS OF EACH SECTION AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MIGHT OTHERWISE HAVE.**

If under 18 years of age parent or legal guardian must sign.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date