



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## VALLEY OF THE SUN YMCA WAIVER

The [Valley of the Sun] YMCA (“YMCA”) is a charitable, nonprofit entity that strives to support programs that build healthy spirit, mind and body for all. To continue to be able to offer our services to all who need them, regardless of ability to pay, all members and participants assume their own risk of injury while at the YMCA or participating in YMCA programs, and agree to sign the release and waiver of legal liability below. If you have any questions or concerns about this form, our policy, or any of the YMCA’s programs or services, please contact 602-404-9622.

### **CONFIDENTIALITY, RELEASE, WAIVER, and INDEMNITY AGREEMENT**

IN 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 PROGRAM BY OR AFFILIATED WITH THE YMCA, AT ANY LOCATION, I PERSONALLY, AND ON BEHALF OF MY MINOR CHILD NAMED AS A PARTICIPANT BELOW, HEREBY AGREE TO THE FOLLOWING:

- 1) I agree that prior to participating, each participant will inspect the facilities and equipment to be used, and if I or the participant believes anything is unsafe, I will immediately advise YMCA staff of such condition(s) and refuse to participate.
- 2) I acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious personal injury, including permanent disability and death and severe social and economic losses which may or may not result from the participant’s own actions, inactions, or negligence or from the participation in any of the YMCA’s programs or use of any of the YMCA’s facilities or equipment. Further, I understand that there may be other risks not known to the YMCA or not reasonably foreseeable.
- 3) I personally, and on behalf of my minor child, assume all the foregoing risks and accept personal responsibility for any and all claims, demands, causes of actions, suits, losses, costs, damages or expenses (including reasonable attorney fees) following any such personal injury, disability, death, and social and economic loss, including for any pain and suffering, loss of wages, loss of consortium, or damage to person or property.
- 4) I personally, and on behalf of my minor child, RELEASE, WAIVE, FOREVER DISCHARGE AND COVENANT NOT TO SUE the YMCA, their affiliates, assignees, directors, officers, employees, agents, representatives, volunteers and insurance carriers (hereinafter referred to as “releasees”) from any and all claims, demands, causes of actions, suits, losses, costs, damages or expenses (including reasonable attorney fees) for any and all personal injuries, pain and suffering, loss of wages, loss of consortium, death or damage to person or property, RESULTING FROM PARTICIPATION IN THE YMCA’S PROGRAMS, INCLUDING BUT NOT LIMITED TO ANY PERSONAL TRAINING SESSION/ASSESSMENT BY FITNESS STAFF OF THE YMCA, USE OF THE YMCA’S FACILITIES OR EQUIPMENT, AT ANY LOCATION, AND THE USE OF ANY PERSONAL INFORMATION (DEFINED HEREIN) AS PROVIDED HEREIN.
- 5) I personally, and on behalf of my minor child, agree that if I or a participant has any concerns about a participant’s health or ability to participate in the YMCA’s programs or use of the YMCA’s facilities or equipment, at any location, I will discuss my or the participant’s concerns with the participant’s physician before deciding or allowing a participant to participate in the YMCA’s programs or use the YMCA’s facilities or equipment and further agree to follow the participant’s physician’s recommendation regarding physical activity including participation in the YMCA’s programs or use of the YMCA’s facilities or equipment at any location.

- 6) I acknowledge and agree that the YMCA and its releasees reserve the right to decline to accept any participant or to require any participant to withdraw from its programs or use of the its facilities or equipment at any time, when such action is determined by the YMCA or its releasees to be in the best interests of the health, safety, and general welfare of the other participants of the YMCA or of the individual participant.
  
- 7) I acknowledge that I have been informed that personal, health, family, enrollment, usage and program participation information of a participant (the "Personal Information") obtained during the YMCA's programs, the use of the YMCA's facilities or equipment, or personal training session/assessment by fitness staff of the YMCA will be treated as private and confidential and, except as expressly provided herein, will not be released or revealed to any person outside the YMCA fitness staff without my express written consent. Personal Information will not be shared with third parties for purposes of solicitation. I consent to the use of Personal Information for research and statistical purposes so long as the ultimate results of such research and statistical analysis does not identify me or provide facts that could lead to my identification. The Personal Information and any other non-Personal Information may be used by the YMCA fitness staff in the course of establishing a program of healthy living (including fitness training) for me or the participant and evaluating my or the participant's progress in the program.  
I further expressly agree that this CONFIDENTIALITY, RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and all inclusive as is permitted by the law of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
  
- 8) I personally, and on behalf of my minor child, agree that any picture taken of me or my minor child may be used for YMCA publicity purposes.

**I HAVE READ AND UNDERSTAND THIS CONFIDENTIALITY, RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT, INCLUDING THE FACT THAT I AM RELEASING AND WAIVING CERTAIN OF MY POTENTIAL RIGHTS AND THE POTENTIAL RIGHTS OF MY MINOR CHILDREN, AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN.**

Participant Name \_\_\_\_\_

**If under 18 years old, parents or legal guardians must sign below, individually and on behalf of the participant.**

Participant/Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

Participant/Parent Signature \_\_\_\_\_

Date \_\_\_\_\_