



**ADULT PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION OF ALL CLAIMS AND COVENANT NOT TO SUE**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Elkins-Randolph County YMCA programs or use of the facility/equipment, now or at any time in the future.

**Acknowledgment of Risk**

I hereby acknowledge and agree that participation in Elkins-Randolph County YMCA programs and use of the facility/equipment comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in activities at the YMCA, 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. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

**Coronavirus / COVID-19 Warning & Disclaimer**

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 Elkins-Randolph County YMCA programs or accessing the YMCA facilities could increase the risk of contracting COVID-19.** The Elkins-Randolph County YMCA in no way warrants that COVID-19 infection will not occur through participation in its programs of accessing its facility.

Initial

**Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my participation in Elkins-Randolph County YMCA programs or use of the facility/equipment, I, \_\_\_\_\_, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** the Elkins-Randolph County YMCA, 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 the Elkins-Randolph County YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the Elkins-Randolph County YMCA facilities/equipment or participation in the Elkins-Randolph County YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

\_\_\_\_\_ Initial



## Elkins-Randolph County YMCA

In consideration of my participation in Elkins-Randolph County YMCA programming or use of the equipment/facility, 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.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation of Elkins-Randolph County YMCA programs or use of the facility/equipment 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 in Elkin-Randolph County YMCA programming or accessing the facility 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 in Elkin-Randolph County YMCA programming or accessing the facility.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Participant Name (Print Clearly)