



Group name: _____

**ASSUMPTION OF RISK, RELEASE AND WAIVER
OF LIABILITY AND INDEMNITY AGREEMENT
YMCA OF METROPOLITAN LOS ANGELES**

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the YMCA (or for my children to so participate) 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, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected, or immediately upon entering or participating will inspect, and carefully consider such premises and facilities and/or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

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 ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demands on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence, active or passive, 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. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, 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. The undersigned understands and agrees that YMCA does not provide insurance to cover the undersigned or such children in the event they suffer injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

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, active or passive, 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.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be submitted to JAMS, or its successor, for one full day of mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration. Either party may commence mediation by providing to JAMS or to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate in selecting a mediator from the JAMS panel of neutrals and in scheduling mediation proceedings. The parties shall participate in the mediation in good faith and shall equally share its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of the filing of the request for mediation, whichever first occurs. The arbitration shall be administered by JAMS

pursuant to the California Arbitration Act (Calif. Code of Civil Proc. I 1282 *et seq.*). The parties may file a motion for summary judgment pursuant to California Code of Civil Procedure I437c, except that the motion shall be scheduled at least 30 days before the arbitration hearing, notice of motion and supporting papers shall be served on the other party to the arbitration at least 30 days before the time appointed for the motion hearing, the opposition to the motion shall be served and filed not less than 14 days preceding the hearing date, and any reply papers shall be served and filed by the moving party not less than 4 days preceding the hearing date. The arbitrator shall issue a signed opinion setting forth the essential findings and conclusions on which the decision to grant or deny the motion is based.

Following the arbitration hearing, the arbitrator shall issue a signed opinion and award setting forth the essential findings and conclusions on which the award is based. The opinion and award shall decide all issues submitted and be final and binding to the fullest extent permitted by law. To the extent not expressly waived in this Agreement, the arbitrator shall only award those remedies in law or equity requested by the parties and that the arbitrator determines are supported by credible and relevant evidence presented.

Each party shall bear its own attorney's fees and costs in any proceeding to enforce or interpret this Agreement. If the initiating party does not pay its share of the arbitration fees and costs within 3 months of receiving notice that payment is due, the arbitration will be dismissed, with prejudice. The prevailing party in any arbitration and in any court proceeding to confirm or modify an arbitration award shall be entitled to recovery of actual and reasonable costs of suit, including attorney's fees.

No arbitration shall be brought and no cause of action shall be asserted against releases, or any of them, after the expiration of one year from the date of accrual of such cause of action, and any claim or cause of action against releases, or any of them, shall be extinguished and deemed released unless asserted by the timely filing of a written demand for mediation with JAMS and then arbitration with JAMS within such one-year period.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY 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.

THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT KNOWING THAT I AM GIVING UP VALUABLE RIGHTS. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

THIS AGREEMENT DOES NOT APPLY TO LICENSED CHILD CARE SERVICES.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE.

Date

Printed Name

Signature of Applicant/Guardian

Name(s) of Child(ren) in Program and/or YMCA Facility.