

# **New Canaan Community YMCA, Inc.**

## **Acknowledgment of Risk, Waiver, Release, Indemnification and Covenant Not to Sue**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.** Read this document carefully and in its 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 use of the New Canaan Community YMCA, Inc. (“New Canaan Y”) facilities or equipment and/or participation in the New Canaan Y’s programs, now or at any time in the future.

### **Acknowledgment of Risk**

I acknowledge and agree that participation in the New Canaan Y programs and the use of the New Canaan Y’s facilities or equipment comes with inherent risks. I have full knowledge and understanding of the inherent risks 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 such participation and use, and that said list in no way limits the operation of this Agreement.

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

In consideration of my use of the New Canaan Y’s facilities or equipment and/or participation in the New Canaan Y’s programs, I, on behalf of myself, my heirs, representatives, executors, administrators, assigns and any minor children named in the associated New Canaan Y Membership Agreement, (hereinafter collectively referred to as “Releasors”), agree to waive, release and discharge the New Canaan Y, its branches, officers, directors, employees, board of directors, 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 Releasors may have, now or in the future, against Releasees 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 New Canaan Y’s facilities or equipment without regard to location, or participation in the New Canaan Y’s programs without regard to location, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

Releasors covenant and agree that they will not assert any claim or initiate any legal or other action against any Releasees with respect to any matter covered by the foregoing waver and release. Releasors acknowledge and agree that if they should hereafter make against any Releasee any claim or demand or commence or threaten to commence any action, claim or proceeding otherwise prohibited by this Agreement, this section may be raised as a complete bar to any such action, claim or proceeding. Unless prohibited by law, the applicable Releasees may recover from Releasors all costs incurred in connection with such action, claim or proceeding, including attorneys’ fees if it is determined that any such action, claim or proceeding is prohibited by this Agreement.

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In consideration of my participation in the New Canaan Y’s programs and/or use of the New Canaan Y’s facilities or equipment, Releasors further agree to indemnify and hold harmless Releasees

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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 use of the New Canaan Y's facilities or equipment without regard to location, or participation in the New Canaan Y's programs without regard to location.

### **Assumption of Risk**

I certify that they I have full knowledge of the nature and extent of the risks inherent in my and my minor children's participation in New Canaan Y programs and use of the New Canaan Y's facilities or equipment and that I am voluntarily assuming said risks. I understand that I am solely responsible for any loss or damage, including personal injury, property damage, or death associated with participation in any of the New Canaan Y's programs or use of the New Canaan Y facilities or equipment and that by signing this Agreement Releasors release Releasees from all liability for such loss, damage, or death. I further certify that I and my minor children are in good health and have no conditions or impairments which would preclude our safe participation in any programs or use of the New Canaan Y's facilities or equipment. In the event of an emergency requiring medical care, the New Canaan Y is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances.

### **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 means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

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**Participating in the New Canaan Y's programs or accessing the New Canaan Y's facilities could increase the risk of contracting COVID-19.** The New Canaan Y in no way warrants that COVID-19 infection will not occur through participation in New Canaan Y programs or accessing the New Canaan Y facilities.

Releasors expressly agree that the foregoing waiver and release is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, Releasors agree that the balance shall, notwithstanding, continue in full force and effect.

The undersigned hereby gives permission for photos or videos of himself/herself and his/her children while participating in New Canaan Y activities to be used for promotional purposes (Contact Membership Director if permission **not** given).

I certify that I am 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 \_\_\_\_\_.

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Signature

Name (Print Clearly)