



# YMCA OF METROPOLITAN CHICAGO TEEN NIGHT USER/VISITOR AGREEMENT

Participant Name: \_\_\_\_\_ Home YMCA: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Age: \_\_\_\_\_ Sex: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

### IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I agree to follow all rules and regulations of the YMCA of Metropolitan Chicago ("YMCA") while in, upon or about the YMCA premises and/or using these facilities and/or equipment, and understand and agree that I may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations.

I warrant that I have no disability, impairment or ailment that will prevent me from engaging in activities at the facility or that will be detrimental or inimical to my health, safety or physical condition or that of others.

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, I HEREBY AGREE TO THE FOLLOWING:

1. I UNDERSTAND THAT ACTIVITIES AT THE FACILITY, INCLUDING USE OF EQUIPMENT AND PARTICIPATION IN PROGRAMS CAN INVOLVE MOVEMENT, STRAIN AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE from my presence in, upon or about the YMCA premises and/or from the activities or use of equipment at the facility, whether due to the negligence of the YMCA or otherwise.

2. I, FOR MYSELF, AND PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE each of the YMCA's, its officers, directors, Board of Managers, Trustees, members, employees or agents ("Releases") from any and all liability to me, any personal representatives, assigns, heirs, and next of kin for any loss or damage and any claim or demands therefore on account of injury to the person or property or resulting in my death whether caused by the negligence of the Releases or otherwise.

3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from any loss, liability, damage or cost they may incur due to my presence in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA whether caused by the negligence of the Releases or otherwise.

I further agree that the foregoing ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THIS AGREEMENT APPLIES TO ALL PAST, PRESENT AND FUTURE VISITS AND USES BY ME TO ANY YMCA FACILITY OR PROPERTY.

I HAVE READ AND VOLUNTARILY SIGNED THE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT. THIS AGREEMENT CONTAINS A WAIVER AND RELEASE.**

SIGNATURE \_\_\_\_\_  
(Participant's signature)

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(In the case of a minor only: Parent's or Guardian's signature)

DATE \_\_\_\_\_