Release And Waiver Of Liability

By streaming, viewing, watching, and/or otherwise participating in (collectively, “participating”) this YMCA of Metropolitan Chicago live-streamed fitness class (hereinafter, the “Class”), I hereby agree to the following:

1. I am participating in the Class offered by the YMCA of Metropolitan Chicago (hereinafter, the “YMCA”) and/or its instructors, teachers, presenters, employees, and independent contractors.

2. I recognize that I must be in good physical and mental health to participate in the Class. I understand that the Class requires physical exertion, and I represent and warrant that I am physically fit and that I have no medical condition which would prevent my full participation in the Class. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Class. If I have consulted a physician, I have taken the physician’s advice. Furthermore, I am in proper physical condition to participate in the Class, and I am aware that participation could, in some circumstances, result in abnormal blood pressure, fainting, heartbeat disorders, physical injury, and/or potentially heart attack. I also understand that I could experience muscle, back, and/or bone injuries during exercise. I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.

3. In consideration of participating in the Class, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in the Class offered by the YMCA. I agree to protect, defend, indemnify, and hold harmless the YMCA and its instructors, teachers, presenters, employees, and independent contractors (hereinafter, the “Released Parties”) from and against all liabilities, injuries, losses, obligations, claims, damages, penalties, causes of action, costs, and expenses (including reasonable attorneys’ fees and expenses) of whatever kind or nature, contingent or otherwise, known or unknown, incurred or imposed related to or caused by: (a) any injury to, or death of, any person caused by my negligence or willful misconduct; and (b) damage to, or loss or destruction of, any property caused by my negligence or willful misconduct.

IN NO EVENT WILL THE YMCA BE LIABLE TO ME OR TO ANY THIRD-PARTY FOR ANY LOSS OR FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT THE YMCA AND/OR I HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. I, my heirs, legatees, next of kin, executors, administrators, agents, assigns, and legal representatives forever release, waive, discharge, and covenant not to sue any Released Party for any Claim caused by any negligence or other acts of a Released Party.

5. This agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

I acknowledge that I have carefully read this release and waiver of liability and fully understand
its contents. I voluntarily and knowingly agree to the terms and conditions stated herein. I am aware that by continuing to participate in the Class, that I am giving up substantial rights, including my right to sue and certain legal rights that my heirs, legatees, next of kin, executors, administrators, agents, assigns, and legal representatives assigns may have against any Released Party.