

# Participant and Minor Waiver, Release, Indemnification of All Claims & 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 the named minor's 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 the named minor's participation in YMCA Camp Bernie programs, now or any time in the future.**

## Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in YMCA Camp Bernie activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with camp participation, 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 camp participation and that said list in no way limits the operation of this Agreement.

## Coronavirus / COVID-19 Warning & Disclaimer

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.** **Participating in YMCA Camp Bernie programs or accessing YMCA Camp Bernie facilities could increase the risk of contracting COVID-19.** YMCA Camp Bernie in no way warrants that COVID-19 infection will not occur through participation in YMCA Camp Bernie programs or accessing YMCA Camp Bernie facilities. While we are following all applicable legal guidelines to minimize the risk of COVID-19, participation in YMCA Camp Bernie programs could increase the risk of contracting COVID-19 and YMCA Camp Bernie cannot guaranty that COVID-19 infection will not occur.

\_\_\_\_\_  
Initial

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

In consideration of participation in YMCA Camp Bernie programs, I, \_\_\_\_\_, the parent/guardian of the minor(s) named below, agree, on behalf the minor named below ("Releasor"), to release YMCA Camp Bernie, its officers, directors, employees, volunteers, and agents ("Releasees") from any and all causes of action, claims, or losses on account of any personal injury or property damage arising out of or in connection with Releasor's use of YMCA Camp Bernie facilities/equipment or participation in YMCA Camp Bernie programs, provided that in no event shall Releasors release Releasees for any such causes of action, claims, or losses that are caused by Releasee's gross negligence, willful misconduct or violation of applicable laws.

\_\_\_\_\_  
Initial

In consideration of the named minors' participation in YMCA Camp Bernie programs, I, the undersigned parent/guardian of the named minor(s), 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 the named minors' participation in YMCA Camp Bernie programs.

I hereby certify on behalf of the named minor(s) that I have full knowledge of the nature and extent of the risks inherent in YMCA Camp Bernie program participation and that I, on behalf of the named minor(s), am voluntarily assuming said risks. I understand that the named minor(s) will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor(s) sustain while participating in YMCA Camp Bernie programs and that by signing this agreement I, on behalf of the named minor(s), HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that the named minor(s) is in good health and have no conditions or impairments which would preclude their safe participation in YMCA Camp Bernie programs.

I further certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor(s). 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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Parent/Guardian Name (Print Clearly)