



YMCA OF SAN DIEGO COUNTY

Transportation Release Form Minors

Name _____ Email _____ Phone () _____
Address _____ City _____ State _____
Zip _____ DOB ____/____/____
Emergency Contact Name _____ Emergency Contact Phone (____) _____

YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR MINORS

Name of Minor _____

I authorize YMCA of San Diego County ("YMCA") to transport my minor child, identified above, in a YMCA bus, driven by an individual authorized by YMCA. I understand my child is expected to follow all applicable laws regarding riding in a motor vehicle and is expected to follow the directions provided by the driver and/or staff or volunteer. I have read, understand, and discussed with my child:

- (1) My child will travel in a motor vehicle driven by an individual authorized by the YMCA and my child is to wear their safety belt during travel;
- (2) My child is expected to listen to supervising staff/driver, respect staff and other children, the vehicles they ride in, and the people they travel with during the trip; and,
- (3) My child is to remain in their seat and not be disruptive to the driver of the vehicle.

Initial Each Statement:

____ I recognize participation in this activity, as with any activity involving motor vehicle transportation, my child may risk personal injury or permanent loss. I have full knowledge of the risks involved in this activity, and I assume any expenses incurred in the event of an accident, illness, or other incapacity, regardless of whether I have authorized such expenses.

____ Except for YMCA's gross negligence or willful misconduct, I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me or the above said minor, for any loss, damage, injury or death to person, whether said damage or injury results from conditions arising out of or in connection with YMCA activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA activities. I agree that the above said minor assumes full responsibility for, and risk of, bodily injury, death or property damage except caused or due to the gross negligence or willful misconduct of the YMCA.

____ I agree not to sue Releasees for any loss, damage, injury or death described above and except for YMCA's gross negligence or willful misconduct, I will indemnify, protect, defend and hold harmless the YMCA and its Releasees from and against any and all claims and/or damages, judgments, attorneys' fees, expenses and/or liabilities arising out of, involving, or in connection with the YMCA activities herein. If any action or proceeding is brought against YMCA by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to YMCA and YMCA shall cooperate with me in such defense. YMCA need not have first paid any such claim in order to be defended or indemnified.

____ I further acknowledge that we are voluntarily participating in the transportation provided by the YMCA, which I agree is dangerous and entail both known and unknown inherent risks, including the risks, deriving from, but not limited to, equipment malfunctions; roadway conditions; as well as the negligence and/or omissions committed by third persons, myself, my spouse and/or my child(ren).

____ I have read this entire waiver and authorization form, I fully understand its terms and conditions, and by signing this document, whether in written or electronic format, I agree to be legally bound by its terms.

I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect.

Parent/Legal Guardian Signature _____ Date _____

Photo Waiver/Consent

I, _____ give my permission to the YMCA of San Diego County (YMCA) to use my picture or other likeness, or a picture or other likeness of any of my children, specifically, _____, in the YMCA's general publicity and campaign materials.

Signature _____ Date _____