

YMCA LIABILITY WAIVER AND RELEASE AGREEMENT

WARNING: Please read this agreement carefully! By agreeing to this Liability Waiver and Release Agreement, you will waive certain legal rights in accordance with this Agreement and as provided by law.

ACKNOWLEDGEMENT OF RISKS: I understand and acknowledge on behalf of myself and/or any minor children for whom I am responsible, that certain risks are typically involved with certain recreational activities; that I and/or my minor child may suffer accidents, injuries, or illnesses in possibly remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made. I also realize that participation in these activities can result in personal injury, accidents and/or illness including but not limited to dehydration, disease, cuts, bruises, sprains, fractures, head injuries, paralysis, disability, dismemberment, serious physical or emotional injury and/or death, as well as damage to or loss of personal property. I acknowledge on behalf of myself and/or my minor child that I have been fully advised of the dangers inherent in participating in the above-mentioned Activities.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In consideration of being able to participate in the Activities, I, for myself and any minor children for whom I am responsible, confirm that I and/or minor child are physically and mentally capable of participating in full in the Activities. I and/or my minor child participate willingly and voluntarily in the Activities and voluntarily assume all risks and full responsibility for personal injury, accidents, or illness including death, as well as damage or loss of personal property. I am aware that there is a risk of negligence by the Young Men's Christian Association of Honolulu, and/or its officers, directors, agents, employees, volunteers or assigns, including the failure by the Released Parties to safeguard or protect me/us from the risks, dangers, and hazards of the Activities. I on behalf of myself and/or my minor child freely accept and fully assume all risks, dangers and hazards associated with voluntarily participating in the Activities and the possibility of loss, personal injury or death resulting therefrom.

RELEASE: In consideration of participating in the Activities, I, on behalf of myself and/or my minor child, hereby agree as follows:

- 1) To waive any and all claims, liabilities, actions, damages, penalties, suits, costs or expenses of any nature whatsoever, in law or equity (collectively, "Claims"), that I and/or my minor child has or may in the future have against the Released Parties, and to release and forever discharge the Released Parties from any and all Claims, even those arising out of their omissions or negligence, that I and/or my minor child may suffer or that my next-of-kin may suffer as a result of my participation in any of the Activities, to the extent provided by law.
- 2) To hold harmless and indemnify the Released Parties from any and all Claims relating in any way to the Activities including any property damage or personal injury to any third party resulting from my participation in the Activities.

This Liability Waiver and Release Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event

of my death or incapacity. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Hawaii and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of Hawaii. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this Agreement, I acknowledge and represent that: (1) I have read the above waiver and release, understand it, and sign voluntarily; (2) I am over 18 years of age and am of sound mind; (3) I have no known physical or mental condition that would increase the likelihood of serious injury from such participation; and (4) in case of emergency, I consent to have myself and/or my minor child taken to and treated at the nearest available medical facility.

If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this Agreement, its significance and the assumption of risk, has been explained to and understood by the minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant.

CORONAVIRUS NOTICE: (if applicable, depending on current State & City guidelines) COVID-19 has become a global pandemic and a national and state public health emergency. During this time, we all must do our part to slow the spread of COVID-19:

- 1) I agree not to come or bring my minor child on to YMCA's premises if I or my minor child is/are displaying any of the following symptoms associated with COVID-19: cough, shortness of breath or difficulty breathing, chills, muscle or body aches, headache, sore throat, new loss of taste or smell, fatigue, congestion or runny nose, nausea or vomiting, diarrhea, or fever (100.4° F or over).
- 2) I understand and agree that the YMCA will require me to pick up my minor child and leave the YMCA's premises if he/she/they have or are displaying any of the symptoms above and agree not return to the YMCA until cleared to do so. In addition, I consent that the YMCA may take the temperature of me and my minor to ensure that I or my minor child does not have a fever.
- 3) While the YMCA is doing its part to discourage persons having COVID-19 symptoms from being on the YMCA's premises, there is a risk that there may be people on the YMCA's premises that could be infected with COVID-19 who are expressing symptoms or are asymptomatic. I understand, acknowledge and agree that I am assuming the risk that I or my minor child's participation in the Activities could expose me or my minor child to persons infected with COVID-19.
- 4) I am confirming that I, my child, and any of my other household members have NOT been required by the State of Hawaii to be in a mandatory quarantine before arriving at the YMCA premises or attending a YMCA program.
- 5) I am confirming that neither I nor my child nor any of my household members have been in contact with someone under investigation for, or with a confirmed case of COVID-19 in the last 14 days.

- 6) I agree to inform the YMCA if I have tested positive for COVID-19 or the COVID-19 Antibody in the last 14 days. I also agree to immediately inform the YMCA if, in the future, I test positive for COVID-19 or the COVID-19 Antibody.

This Waiver and Release of Liability Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Hawaii and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of Hawaii. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PHOTO / VIDEO / STORY RELEASE: I am 18 years of age or older and grant the YMCA, National Council of Young Men's Christian Associations of the United States of America and its chartered YMCA member associations in the United States, and collaborating third parties permission in perpetuity to use my, and those of my minor children and persons listed on this registration form; image, voice, and personal story in photographs, videos, social media, artwork, profiles and all forms of promotional materials and venues without limitation or obligation to provide compensation for the purposes of promotion or interpreting YMCA programs. I release YMCA, National Council of Young Men's Christian Associations of the United States of America and its chartered YMCA member associations in the United States, and collaborating third parties from any and all claims, causes of action, and liability arising out of any use of my, and those of my minor children and persons listed on this registration form; images or likeness.

By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document. I have read and understood this document, and agree to be bound by its terms. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I affirm that I am over eighteen years of age and am freely and voluntarily signing this document, without any inducement or assurance of any nature. I understand and agree that facsimile and electronic signatures are fully enforceable.

Name: _____

Signature: _____ Date: _____