



YMCA CAMP ERDMAN

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GENERAL WAIVER

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE, AND AGREEMENT

In consideration of the opportunity to participate in **activities, including higher-risk activities, of YMCA of Honolulu**, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as YMCA), I (and **on behalf of myself, my spouse, children, parents, heirs, assigns, personal representatives, and estate**) hereby agree as follows:

1. I am 18 years of age or older, or the legal guardian of the person covered by this Participant Agreement of Risk, Waiver of Liability, Release, and Agreement (Agreement) who is under the age of 18 years.
2. I acknowledge and understand that all YMCA activities are based on the "challenge by choice" principle. At any time I am free to withdraw from participation in any and all YMCA activities.
3. I acknowledge and understand that YMCA instructors have difficult jobs to perform. Instructors seek safety, but they are not infallible.
4. I acknowledge and understand that my participation in all YMCA activities involve extreme physical and mental challenges, some of which are meant to physically and mentally test a person's endurance, capabilities, and limits. I hereby acknowledge and agree that I have no physical or mental infirmities that would restrict or jeopardize my participation in YMCA activities, and I am in good health physically and mentally. Any limitations are noted below, and I agree to verbally inform the Camp Staff of any such limitations upon arrival.
5. I acknowledge and understand that regardless of my good health, my participation in all YMCA activities (including without limitation, kayaking, hiking, swimming, snorkeling, skateboarding, skating, aerobics, weightlifting, racquetball, tennis, basketball, football, baseball, soccer, volleyball, and other sporting and running games, and including high-risk YMCA activities noted below) entails known and unanticipated risks to myself, to property, or to third parties, which could result in: physical or emotional injury; paralysis; death; slips, falls, and collisions; scrapes, scratches, cuts, bruises, sprains, lacerations, fractures, concussions, and more severe life threatening head, body, or brain injuries; drowning or near-drowning; changing and unpredictable weather variations and currents; overexposure to sun, wind and other natural environments, including plants; equipment failure and misuse; interaction with marine life and other animals and creatures, including bees, sea urchins, coral, fish, and sharks; stings, bites, allergic reactions, and resulting diseases; wet surfaces, loose or uneven terrain, both natural and man-made. In addition to the foregoing, certain higher-risk YMCA activities may involve:

ARCHERY: shooting a bow and arrow at a target; being shot or injured by errant arrows; falling on or running into an arrow; puncturing of clothing, skin, eyes, and other items; splintering of an arrow

ALPINE TOWER, ODYSSEY COURSE &/OR CLIMBING WALL: use of ropes, harnesses, pulleys, and other equipment over a challenge course; rope burns; sliding down ropes, climbing obstacles, and being suspended at significant heights

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the YMCA activities, and that no amount of care, caution, or expertise can eliminate the inherent dangers of YMCA activities, which include accident, injury, death, and damage.

6. I expressly agree and assume all of the risks existing in all YMCA activities. My participation is purely voluntary, and I elect to participate in spite of the risks.
7. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA from any and all claims, demands, damages, or causes of action, which are in any way connected with my participation in any and all YMCA activities or my use of YMCA equipment of facilities, including any claims alleging negligent acts or omissions of YMCA. I expressly agree not to sue, assert, or otherwise maintain or assert any claim against YMCA in connection with the foregoing.

8. I certify that I have adequate insurance to cover any accident, injury, death, and damages I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
9. I consent to receive medical treatment, including first aid and emergency transport, in the event of accident, injury, or illness. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA from any claims, demands, damages, or causes of action related in any way to first aid and emergency transport service or treatment.
10. This Agreement shall be constructed broadly to the maximum extent allowed by law, and shall be governed and enforced according to Hawaii law in Hawaii courts. Should YMCA be required to enforce this Agreement, I agree to indemnify and hold YMCA harmless from any and all attorney's fees and costs related thereto. 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.
11. I am 18 years of age or older (if not, my parent or legal guardian has also provided their consent by signing below) and grant the YMCA of Honolulu, National Council of Young Men's Christian Associations of the United States of America and its chartered YMCA member association in the United States ("YMCA") and collaborating third parties permission in perpetuity to use my, and those of my minor children and persons listed on this 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 and collaborating third parties from any and all claims, causes of action, and liability arising out of any use of my, and those on my minor children and persons listed on this registration form; images or likeness. I understand that I am giving up rights by signing this document, and that I am doing so freely and voluntarily, without any inducement or assurance of any nature.

By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms. I understand that I am signing a document which could have legal consequences, that electronic signatures (of facsimile signatures) are enforceable to the same extent as original signatures and that submission of this form with an electronic signature constitutes an agreement to conduct this transaction electronically. As an alternative, I understand that I have the option to print this form and submit with an original signature.

Participant Last Name:	Participant First Name:	Participant Birthday:	
Mailing Address:	City:	State:	Zip:
Primary Phone:	Secondary Phone:	Email:	
Participant Signature:		Date Signed:	
Name of EVENT:	NOTES or LIMITATIONS:		

PARENT'S OR LEGAL GUARDIAN'S CONSENT (must be completed for participants under the age of 18)

I have read and understood the above, have considered its effects on _____ (*print minor's name*) ("*Minor*"). I hereby agree, on behalf of myself and Minor, to the terms as stated in this document. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless YMCA pursuant to the foregoing.

Parent/Guardian Last Name:	Parent/Guardian First Name:	Relationship to Participant:
Parent/Guardian Signature:		Date Signed: