

**BERKELEY-ALBANY YMCA
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating, will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his or her personal representatives, assigned, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence or the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasee or otherwise while in, about or upon the premises of the YMCA and/or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Date _____

X _____
Signature of Applicant/Parent

Name of child in program

CHILD'S LAST NAME _____
(Please print)**AGREEMENT FOR ADMISSION, EMERGENCY MEDICAL TREATMENT, GENERAL CONSENT WAIVER
ALBANY YMCA SUMMER DAY CAMP 2010****1. CHILD'S INFORMATION: (Please Print)**Child's name: _____ Gender: _____ Present age: _____
Last First M.I.

Address: _____ City: _____ Zip: _____

Birthdate: _____ / _____ / _____ Entering Grade (Fall 2010): _____ Home Phone: _____

Has your child been involved in our school year Kids' Club Programs? No Yes If yes, most recent year and site: _____**2. PARENT INFORMATION:** The YMCA has unrestricted permission to release the above named child to all parents listed below. On the reverse side, please list any other persons who have permission to pick up your child.**1. CALL FIRST:** Parent/Guardian _____
Name Relationship Home Phone

Address Occupation Work Phone

Cell phone: _____ E-mail: _____

2. Parent/Guardian _____
Name Relationship Home Phone

Address Occupation Work Phone

Cell phone: _____ E-mail: _____

Name(s) of any siblings in Albany YMCA Summer Camps _____ Name of camp _____

3. MEDICAL INFORMATION

Name of Doctor & Phone # _____ Insurance Co. & Policy # _____

Please answer the following questions honestly, explaining all "yes" answers fully on another sheet so we can better serve your child.

Does your child have any special physical, behavioral, or other needs? _____ If yes, please describe, and contact the program director:

Does your child have any problems or fears that staff should know about? _____

Medical History

_____ Asthma (last attack) _____ Hayfever _____ Vision Problems _____ Speech Problems _____ Hearing Problems _____ Motion Sickness

_____ Other (describe) _____

Does your child have any allergies to medications? If so, list: _____

Medications taken daily _____

Medications recently discontinued _____

Does your child have any known allergies to foods? _____ Please list: _____

Other Allergies Insect/Plant/Animal/Etc.: _____

4. SUNSCREEN POLICY: Staff will apply sunscreen to your child as needed unless you check the box below. Do NOT apply sunscreen to my child other than what I provide.

The Berkeley-Albany YMCA has my unrestricted permission to release the named minor at any time, to the following individuals without any further written or verbal communication from me:

YOU MUST LIST AT LEAST TWO LOCAL PEOPLE TO CONTACT IN CASE OF EMERGENCY IF PARENT(S) ARE UNAVAILABLE.

1. Name _____ Phone _____ Relationship _____

2. Name _____ Phone _____ Relationship _____

Additional names:

Name _____ Phone _____ Relationship _____

Name _____ Phone _____ Relationship _____

OUT OF AREA CONTACT: The Person Listed Below Should Be Someone That Both You and the YMCA Staff Will Contact in the Event of an Emergency Where Local Phone Lines Are Out of Service.

Name _____ Phone _____ Relationship _____

PARENTAL/GUARDIAN CONSENT

Recognizing that the YMCA will do its best to ensure a safe experience, I understand that certain dangers or accidents may occur. I hereby release the Berkeley-Albany YMCA from any and all responsibility and liability of any nature, including claims of injury, illness, death, loss or damage, resulting from my child's participation in any program activities.

MEDICAL CONSENT

As the parent, legal guardian, or authorized representative, I hereby give consent to the YMCA Kids' Club program to provide all emergency dental or medical care prescribed by a duly licensed physician (MD or DO) or dentist (DDS) for the above named child. This care may be given under whatever conditions are necessary to preserve the life, limb, or well-being of the child.

PARTICIPATION AGREEMENT

Please go over these items with your child:

1. Participant agrees to abide by rules and regulations set by the program for the health, safety and welfare of the participants.
2. All medications will be brought directly to the site staff in accordance with the Medications Policy.
3. Willful destruction of property will be the responsibility of the participant's parent/guardian.
4. Participants must remain within established boundaries wherever the program occurs on and off YMCA property.
5. Participants are not allowed to be in possession of any tobacco, alcohol, illegal drugs, firecrackers, firearms, or explosives.
6. The YMCA is not responsible for lost, damaged or stolen personal belongings.
7. Continued inappropriate behavior, such as threatening, swearing, not following directions, teasing, sexual harassment/intimidation, fights, or improper behavior in vehicles, may result in immediate dismissal from the program with no refund.
8. Any participant who poses a threat to themselves or to others will be dismissed from the program with no refund.

The Program Director reserves the right to determine what constitutes a violation of these rules and will enforce them as necessary. We reserve the right to dismiss any participant from the program at the parent/guardian's expense and liability for violating any of the above.

BY SIGNING BELOW, I AGREE THAT:

- ✓ I have read and understand the policies and procedures of the Berkeley-Albany YMCA as outlined in this registration packet.
- ✓ The named minor has my permission to participate in YMCA programs and field trips.
- ✓ I give my permission for any pictures taken of my child participating in YMCA events to be used for publicity purposes.

Signature of Parent, Guardian or Authorized Representative

Printed Name

Date