



Member/Participant Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE OSWEGO YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE

Assumption of Risk

I acknowledge and agree that any use of The Oswego YMCA facilities, services, equipment and premises ("Facilities") and any participation in The Oswego YMCA programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Photo/Audio Visual/Narrative Release

Consent & License. For my participation in a membership or program activity conducted at the Oswego YMCA, and any collaborating third parties, I consent, now and for all time, to the making, reproduction, editing, broadcasting or rebroadcasting of; video film or footage, sound track recordings, photo reproductions of me and any narrative account of my experience. My consent includes a perpetual license to the Y and collaborating third parties for use of the above materials; for publication, display, sale or exhibition in promotions, advertising, education, and commercial use. Use includes reproductions in any form and media currently existing or later conceived, adaptations and/or revisions in perpetuity.

I understand and agree there may be no additional compensation for this license, and I will not make any claim for payment of any kind from the Y or collaborating third parties. I may, or may not be, identified in such licensed uses; however, my name will not be used to endorse any products or services.

Ownership, Confidentiality, and Shared Use. With respect to any of the above uses, I further agree; All works shall belong to Oswego YMCA. The Y has no duty of confidentiality regarding any licensed use, shall exclusively own all known or later existing rights to the use. The Y and collaborating third parties may use any video film, footage, soundtrack recordings and photo reproductions of me and/or my narrative account for any purpose without additional compensation to me.

Release from Liability. I agree that my consent is irrevocable. I hereby release and discharge The Y and collaborating third-parties, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, license grants, uses, or the shared uses of any works or materials referenced herein.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that The Oswego YMCA, it's officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees") will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

Member/Participant **Signature**
(Parent/Guardian Signature if Minor)

Member/Participant **(Print Clearly)**
(Parent/Guardian Signature if Minor)

Date