



ONLY COMPLETE IF PARTICIPANT IS A NON-MEMBER

**NEW CANAAN YMCA
ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY
NON-MEMBERS ONLY**

ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

To: YMCA of New Canaan, its branches, officers, directors, trustees, managers, employees, volunteer staff and agents (collectively and individual hereinafter referred to as the "Y").

The Primary Customer on behalf of himself/herself, spouse, and his/her minor children named in the activity purchased from the New Canaan Community YMCA, Inc. (hereinafter collectively and individually referred to as the "Releasors") acknowledges that Releasors may participate in activities involving risk of injury to person or property, and that they assume full responsibility for all such risk. Other than as set forth below, the Primary Customer certifies that each of the Releasors is in good health with no condition, illness or abnormality which might subject them to undue personal risk from engaging in such activities. In the event of any emergency requiring medical care, the Y is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances.

Furthermore, to the extent permitted by law, the Primary Customer on behalf of the Releasors hereby specifically releases, waives, discharges and covenants not to sue the Y with respect to any or all liability to the Releasors, their heirs, personal representatives and assigns for any loss or damage, and any claim or demand therefore, on account of injury to person or property, including death unless caused by the gross negligence or willful misconduct of the Y or its employees while Releasors are in, on or about any premises of the Y or using any of the Y's facilities or equipment or participating in any activity affiliated with the Y, without regard to location.

The Primary Customer expressly agrees that the foregoing Waiver of Liability is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut and that if any portion thereof is held invalid, the Primary Customer agrees that the balance shall, notwithstanding, continue in full force and effect. The Primary Customer understands that the Y has the right to dismiss any person whose actions or attitude are deemed detrimental to the Y and/or other participants, with all fees forfeited.

The Primary Customer gives permission for photos or videotapes of himself/herself and his/her children while participating in Y activities to be used for promotional purposes. (Contact Membership Director if permission **not** given). Also, the New Canaan YMCA reserves the right to moderate, delete and/or republish comments made on its Social Media pages. The YMCA may terminate the membership of any member who posts content on any site that is unlawful, harmful, defamatory, obscene or invasive of another's privacy or impersonates another.

THE PRIMARY CUSTOMER HAS READ AND VOLUNTARILY SIGNS THIS ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY, AND FURTHER AGREES THAT NO REPRESENTATIONS OR STATEMENTS OTHER THAN THOSE SET FORTH HEREIN HAVE BEEN MADE.

NAME OF PARTICIPANT of Program/Activity (Print Name): _____

DATE OF BIRTH OF PARTICIPANT ____/____/____

PARENT/GUARDIAN (If participant is under 18ys of age) Print Name: _____

Emergency Contact: Name: _____ Phone: _____

Medical Concerns: _____

If emergency contact or medical concerns change, the undersigned accepts the responsibility for notifying the Y in writing of this change.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY, AND FURTHER AGREES THAT NO REPRESENTATIONS OR STATEMENTS OTHER THAN THOSE SET FORTH HEREIN HAVE BEEN MADE.

PLEASE PRINT NAME CLEARLY: _____

Date: _____

Signature (must be 18 years of age or older)

PROGRAM/ACTIVITY NAME: _____