



FACILITY USER / VISITOR AGREEMENT, WAIVER, AND RELEASE

First Name _____ Last Name _____

Address _____

Date of Birth _____ Phone Number _____ Email _____

Emergency Contact Name _____ Phone Number _____

WAIVER AND RELEASE

I agree to follow all rules and regulations of the Unicoi County Family YMCA (“YMCA”) while in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect to location, whether in-person, remote, or virtual, and understand and agree that I may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations. I agree that I am responsible for the supervision of my minor child/ward while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA, where the YMCA is not expressly providing direct supervision as part of specific program objectives, of my minor child/ward without respect to location, whether in-person, remote, or virtual.

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE THE FACILITIES, SERVICES AND PROGRAMS OF THE YMCA FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA WITHOUT RESPECT AS TO LOCATION, I HEREBY AGREE TO THE FOLLOWING:

1. I UNDERSTAND THAT ACTIVITIES AT THE FACILITY OR ELSEWHERE, INCLUDING USE OF EQUIPMENT AND PARTICIPATING IN PROGRAMS, CAN INVOLVE MOVEMENT, STRAIN, EXPOSURE TO ILLNESS, OR INFECTION, AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, ILLNESS, INFECTION, DEATH, PROPERTY DAMAGE, OR ANY OTHER LOSS, regardless of severity, that I or my minor child/ward may sustain from my or minor child/ward’s presence in, upon, or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, except for any injury, damage or loss that is caused solely by the YMCA’s gross negligence.

2. I, FOR MYSELF, ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, HEREBY FULLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the YMCA, its operating centers, their respective Officers, Directors, Managers, Trustees, Members, Volunteers, Employees, agents, or representatives (the “Releasees”) and each of them from any and all claims for injuries, illness, damages, or losses that I or my minor child/ward may have or which may accrue to me or my minor child/ward from my and/or my child/ward’s presence in, upon, or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, except for any injury, damage or loss that is caused solely by the YMCA’s gross negligence.

3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage, or cost they may incur from me or my minor child/ward's presence in, upon, or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location except for any loss, liability, damage, or cost that caused solely by the YMCA's gross negligence. I further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Tennessee and if any portion thereof is deemed or held invalid or unenforceable, it is agreed that the remainder of this agreement shall continue in full legal force and effect.

PHOTOGRAPHY, VIDEOGRAPHY, AND TESTIMONIAL ACKNOWLEDGEMENT

By voluntarily attending this in-person event, I agree, grant, and authorize the Unicoi County Family YMCA the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all photos, videos, sound recordings taken and/or narrative accounts/testimonials to be used in and/or for any lawful purpose. This authorization extends to all languages, media, formats, and markets now known or later discovered. This authorization shall continue indefinitely unless I otherwise revoke this authorization in writing. I waive the right to inspect or approve any finished product in which my likeness appears. I agree that I have been compensated for this use of my likeness or have otherwise agreed to this release without being compensated. I waive any right to royalties or other compensation arising or related to the use of said photos, videos, sound recordings, and/or narrative accounts/testimonials. I understand and agree that these materials shall become the property of Unicoi County Family YMCA and will not be returned. I understand that the Unicoi County Family YMCA shall exclusively own all known or later existing rights and shall be entitled to the unrestricted use of any photos, videos, and sound recordings of me and/or my narrative accounts/testimonials of my experience at/with the Unicoi County Family YMCA. I hereby hold harmless and release Unicoi County Family YMCA from all liability, petitions, and causes of action which I, my heirs, representative, executors, administrators, or any other persons may make while acting on behalf or on behalf of my estate.

THIS AGREEMENT APPLIES TO ALL VISITS AND USAGE BY ME OF ANY YMCA FACILITY OR PROPERTY OR PARTICIPATION IN ANY YMCA PROGRAM, WHETHER IN-PERSON, REMOTE, OR VIRTUAL WITHOUT RESPECT TO LOCATION.

Print Name _____ **Signature** _____

Parent/ Guardian Name _____

Parent/Guardian Signature _____

Date _____