

**FULTON COUNTY YMCA**  
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for 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 YMCA, without respect to location, the undersigned, for himself or herself 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 of any facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use 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.

**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 PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING.**

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees and agents (hereinafter referred to as "releasees") from the liability to the undersigned, his personal representatives, assigns, 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, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
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 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 of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with YMCA.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New York and that 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.

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**FULTON COUNTY YMCA MEMBERSHIP APPLICATION**

*Thank you for joining our YMCA – a non-profit charitable organization. In 2007 we gave out over \$67,000 in financial assistance.*

**APPLICANT: Please print clearly.**

NAME: First \_\_\_\_\_ Last \_\_\_\_\_ MI \_\_\_\_\_

MAILING ADDRESS (incl. Apt. #): \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP \_\_\_\_\_

E-MAIL: \_\_\_\_\_ Preferred Contact Method: \_\_\_ Mail \_\_\_ Phone \_\_\_ E-mail

PHONE: Home# \_\_\_\_\_ Cell# \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ Work# \_\_\_\_\_ Ext. \_\_\_\_\_

BIRTH DATE: \_\_\_\_\_ Mo Day Yr AGE: \_\_\_\_\_ GENDER: \_\_\_ M \_\_\_ F

SCHOOL/GRADE \_\_\_\_\_

ETHNICITY/RACE:  Caucasian/White  African American  Asian/Pacific Islander  
 Spanish/Hispanic/Chicano/Latino  Bi/Multi-Racial  Native American  Other

ANNUAL HOUSEHOLD INCOME LEVEL: (Confidential for statistical purposes only)  
 Under \$19,999  \$20,000-\$29,999  \$30,000-\$50,000  \$50,000-\$75,000  Over \$75,000

Membership Category	
Adult	_____
Family	_____
Senior	_____
Youth	_____

How did you hear about our YMCA?  Member  Newspaper  School  Radio  TV  Website  Other: \_\_\_\_\_

Total number of people in household: \_\_\_\_\_

EMERGENCY INFORMATION (other than parent/guardian listed below):

Contact person \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

Contact person \_\_\_\_\_ Phone \_\_\_\_\_ Relationship \_\_\_\_\_

**SPOUSE/2<sup>ND</sup> ADULT/PARENT/GUARDIAN INFORMATION**

(Please print clearly)

NAME: First \_\_\_\_\_ Last \_\_\_\_\_ MI \_\_\_\_\_

BIRTH DATE: \_\_\_\_\_ Mo Day Yr Gender: \_\_\_ M \_\_\_ F Relationship \_\_\_\_\_

E-MAIL: \_\_\_\_\_ Preferred Contact Method: \_\_\_ Mail \_\_\_ Phone \_\_\_ E-mail

PHONE: Home# \_\_\_\_\_ Cell# \_\_\_\_\_

EMPLOYER: \_\_\_\_\_ Work# \_\_\_\_\_ Ext. \_\_\_\_\_

**COMPLETE THIS PORTION FOR FAMILY MEMBERSHIPS ONLY**

- List Last Name if different
- Must reside in household (Residency and/or college schedule showing 12 credits or more may be required.)
- Maximum 2 adults on membership

<u>Dependent/Children's Names</u>	<u>MI</u>	<u>M/F</u>	<u>Birth date</u>	<u>Relationship</u>	<u>Employer</u>	<u>School</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____