

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

It is my desire to use the facilities, services, or programs ("Benefits") of the YMCA for my own enjoyment and enrichment. In consideration for the YMCA making those benefits available to me, I voluntarily execute this release and waiver for the purpose of relieving the YMCA of any risk of loss or liability by reason of giving me the opportunity to enjoy the Benefits. This release and waiver is made knowingly and intelligently, inasmuch as I have had ample opportunity beforehand to consider whether to issue it, and to inspect any and all those YMCA facilities, services or programs of interest to me before deciding to use them or to take advantage of any Benefits. In giving the YMCA this release and waiver, it is my intention to bind not only myself, but also my personal representatives, heirs, and next of kin, so that I can relieve the YMCA, to the maximum extent permitted by law, of any risk of loss or liability as a result of allowing me to take advantage of the Benefits.

For the purpose of carrying out my intention to relieve the YMCA of any risk associated with my enjoyment of Benefits, and in further consideration for being allowed to take advantage of the Benefits, I accept full responsibility for all of my actions while using YMCA facilities, services or programs, and knowingly and voluntarily waive, to the maximum extent permitted by applicable law, any right on the part of me or any of my legal representatives and successors, to assert or pursue any claims, or initiate litigation, against the YMCA, or any of its directors, officers, employees or agents (hereinafter referred to as "Releasees") for any loss or damage of any kind whatsoever, including personal injury.

I also agree to defend, indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur, including attorneys' fees and costs of suit, due to my enjoyment of any of the Benefits or any negligence or misconduct on my part. I further state that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, acknowledge that the San Luis Obispo County YMCA sponsors the above-named activity and realize that **NO MEDICAL INSURANCE IS PROVIDED.**

I have read this Release and Waiver of Liability and Indemnity Agreement, and I acknowledge that it represents an expression of the entire agreement between the YMCA and me relating to the subject matter hereof, and that no oral representations, statements, or inducements form a part of our agreement. I further acknowledge and agree that no changes may be made to this agreement unless they are made in writing and signed by me and a duly authorized representative of the YMCA.

I have read this Release and Waiver of Liability and Indemnity Agreement and knowingly and voluntarily agree to all of its terms.
(Please sign both areas below, one for self and one for your minor.)

Signature of Parent/Guardian

Print Parent/Legal Guardian Name

Date

**FOR PARTICIPANTS OF MINORITY AGE (under age 18 at the time of registration):
THE UNDERSIGNED, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THE MINOR PARTICIPANT, DOES HEREBY CONSENT AND AGREE WITH THE TERMS AND CONDITIONS OF THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT. THE UNDERSIGNED FURTHER AGREES TO RELEASE AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO THE SAID MINOR'S INVOLVEMENT IN THESE PROGRAMS.**

Parent/Guardian Signature

Date

Emergency Phone

Minor's Name

Date of Birth

PHOTO AND VIDEO/AUDIO RECORDING RELEASE

I am 18 years of age or older and, if not, my Mother/Father/Legal Guardian has also signed below.

For my participation in activities to be conducted by the San Luis Obispo County YMCA, I hereby give my permission and consent, now and for all time, to the San Luis Obispo County YMCA, the National Council of Young Men’s Christian Associations of the United States of America (YMCA of the USA) and third parties collaborating with San Luis Obispo County YMCA and/or YMCA of the USA to make, reproduce, edit, broadcast or rebroadcast any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience at the San Luis Obispo County YMCA, for publication, display, sale or exhibition thereof in promotions, advertising and legitimate business uses without any compensation to, and/or claim, by me. I may, or may not be, identified in such reproductions; however, I shall not be stated by name to have endorsed any particular commercial products or commercial services.

I further agree to the following:

- Any video film, footage, sound track recordings, and photo reproductions of me and/or my narrative account of my experience at the San Luis Obispo County YMCA, I authorize, according to this Release, shall belong to the San Luis Obispo County YMCA, YMCA of the USA and third parties collaborating with the San Luis Obispo County YMCA and/or YMCA of the USA. Therefore, they will have full right of disposition of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience the San Luis Obispo County YMCA;
- Any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience the San Luis Obispo County YMCA will not be subject to any obligation of confidentiality and may be shared with and used by the San Luis Obispo County YMCA, YMCA of the USA and third parties collaborating with the San Luis Obispo County YMCA and/or YMCA of the USA;
- The San Luis Obispo County YMCA, YMCA of the USA and third parties collaborating with the San Luis Obispo County YMCA and/or YMCA of the USA shall not be liable for any use or disclosure to a third party of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience at the San Luis Obispo County YMCA; and
- The San Luis Obispo County YMCA, YMCA of the USA and third parties collaborating with the San Luis Obispo County YMCA and/or YMCA of the USA shall exclusively own all known or later existing rights to worldwide and shall be entitled to the unrestricted use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience at the San Luis Obispo County YMCA for any purpose without compensation to me.

I agree that my consent and this release are irrevocable. I hereby release and discharge the San Luis Obispo County YMCA, YMCA of the USA and third parties collaborating with the San Luis Obispo County YMCA and/or YMCA of the USA from any and all claims in connection with the uses and reproductions of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience the San Luis Obispo County YMCA as described herein.

Date: _____

Child’s Age: _____

Signature: _____

Printed Name: _____

Address: _____

I am the Mother/Father/Legal Guardian of _____ (child’s name). For the consideration contained herein, I hereby consent to the foregoing on behalf of my minor child.

Signature of Mother/Father/Legal Guardian: _____

Date: _____

Revised 2.2012

San Luis Obispo County YMCA – 2018 Youth Institute Paso Robles High School Summer Program , 8th – 11th Grade

FINANCIAL AGREEMENT

The following information is important for your understanding of our Program Policies. If you are unclear on any of these policies, please ask the YMCA Program Enrollment Team at (805) 543-8235 so we can clarify any concerns that you might have. Program fees are due prior to the week of attending The Youth Institute Wilderness Retreat. To ensure that your payment is correctly recorded in our system, please include the following information: Child/ren's full name, camp location, and dates of camp. If your payment is not received by the due date, your child may lose his/her spot.

- Any outstanding balances due to the San Luis Obispo County YMCA must be paid in full prior to registering.
- I understand that if payment is not received by the 1st day of the program, my child may be ineligible to attend.
- I understand the YMCA is not responsible for billing errors over 90 days old.
- I understand that balances over 90 days old may be turned over to a collections agency.
- I understand there is a \$30 service charge for any check or automated payment that is denied, and my child will not be able to attend until my account has a zero balance.
- I give permission for my child to attend all YMCA activities and field trips.
- I understand that no refunds will be given once the program has already started or if my child is removed from the program for disciplinary reasons.

You may contact the YMCA Program Enrollment Team to answer any of your billing questions at: (805) 543-8235

I have read, understand, and agree to the above mentioned policies.

Parent/Guardian Print Name

Print Child's Name

Parent/Guardian Signature

Date

Electronic Funds Transfer (EFT)

EFT INFORMATION: Program fees will be deducted from your account automatically on the dates listed on the front of this registration form. You are responsible for notifying the YMCA Program Enrollment Team of any changes in your enrollment from the original submitted registration. The YMCA is not responsible for errors over 90 days. You must notify the Program Enrollment Team immediately if any of your contact information, bank, or credit card information changes.

BILLING INFORMATION:

Name of Card/Account Holder: _____ Best contact phone number: _____

CREDIT/DEBIT CARD:

Card #: _____ Exp. Date/ _____ Visa, MasterCard, American Express (Circle one)

Day of Debit: April 25th, May 30th and June 20th, 2018. Authorization: I hereby authorize the San Luis Obispo County YMCA to debit the above credit card on the above scheduled dates for Youth Institute Program payments in the amount of _____.

X _____
Signature of Account Holder

Date

BANK DRAFT (A Voided Check **must** be attached to this form):

Full Name of Bank: _____

Bank Transit Number: _____ Account Number: _____

Day of Debit: April 25th, May 30th, and June 20th, 2018. Authorization: I hereby authorize the San Luis Obispo County YMCA to debit the above credit card on the above scheduled dates for Youth Institute Program payments in the amount of _____.

X _____
Signature of Account Holder

Date

San Luis Obispo County YMCA
YMCA of Greater Long Beach Community Development
2018 Youth Institute Wilderness Retreat
YMCA Camp High Sierra in Mammoth Lakes, CA
Monday June 25th to Friday, June 29th 2017

I, _____, give my son/daughter _____
Parent/Guardian Name Student Name

permission to attend the Wilderness Retreat AT YMCA Camp High Sierra in Mammoth Lakes from Monday, June 25th – Friday, June 29th, 2017. This includes charter bus travel from our Youth Institute site to Mammoth Lakes, CA.

To the best of my knowledge, my child is in good health and able to participate in all of the program activities. In the event of an emergency and I cannot be reached by phone, I give the San Luis Obispo County YMCA and YMCA of Greater Long Beach staff permission to authorize medical treatment for my child by professional medical personnel. I also give my permission for the San Luis Obispo County YMCA and YMCA of Greater Long Beach permission to use any pictures or video footage of my child for publicity purposes for their respective agencies.

I hold the San Luis Obispo County YMCA and the YMCA of Greater Long Beach and their staff, volunteers, board members, and agents harmless for any damages that may arise from an accident or injury to my child that may result out of participation in normal operating activities during the Wilderness Retreat.

PARENT/GUARDIAN SIGNATURE

DATE

Location:

YMCA Camp High Sierra in Mammoth Lakes
200 Sherwin Creek Road
Mammoth Lakes, CA 93546