

FACILITY USER/VISITOR AGREEMENT

Date _____
Name _____ Address _____
City _____ State _____ Zip Code _____
D.O.B _____ Sex _____ Home Phone _____ Work Phone _____
E-mail _____

YMCA

IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name _____ Relationship _____
Phone Number _____

I agree to follow all rules and regulations of the YMCA of Metropolitan Chicago ("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 as to location, 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.

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 PARTICIPATION IN PROGRAMS, CAN INVOLVE MOVEMENT, STRAIN AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR LOSS, regardless of severity, that I or my minor child/ward may sustain from my or my minor child/ward's presence in, upon or about the premises or while using or observing the premises 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 of Metropolitan Chicago, its operating centers, their respective officers, directors, Board of Managers, Trustees, members, volunteers, employees or agents (the "Releasees") and each of them from any and all claims for injuries, damages or loss 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 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.

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 my 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 is 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 Illinois and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THIS AGREEMENT APPLIES TO ALL PAST, PRESENT AND FUTURE VISITS AND USES BY ME TO ANY YMCA FACILITY OR PROPERTY.

I HAVE READ AND VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT. THIS AGREEMENT CONTAINS A WAIVER AND RELEASE.

SIGNATURE _____ DATE _____
(Participant's signature)

SIGNATURE _____ DATE _____
(in the case of a minor only: Parent's or Guardian's signature)

No form
No swim

RETURN
w/
REG. FEE
Forms

Thank you
John

Libertyville Sports Complex

Participant Liability and Hold Harmless Agreement

Please read this form carefully and be aware that by registering for and participating in this program/event, or by registering your minor child/ward for participation in this program/event, you will be waiving your rights and/or the rights of your child/ward to all claims for injuries you or your minor child/ward might sustain arising out of this program/event and you will be required to indemnify, hold harmless and defend the Village of Libertyville for all claims arising out of participation in Village of Libertyville program/events.

Risk of Injury: "As a participant in the program/event, or as a parent or legal guardian of a participant under 18 years of age, I recognize and acknowledge that there are certain risks of physical injury, and I agree to assume the full risk of injuries, including death, damages, or loss which I may sustain as a result of participating in any and all activities associated with this program/event."

Waiver of Injury Claims: "I agree to waive and relinquish any and all claims I may have arising out of, connected with, or in any way associated with the activities of the program/event."

Release from Liability: "I do hereby fully release and discharge the Village of Libertyville and its officers, agents and employees from any and all claims from injuries, including death, damage or loss which I or my minor child/ward may have or which may occur on account of participation in the program/event."

Indemnity of Defense: "I further agree to indemnify, hold harmless and defend the Village of Libertyville and its officers, agents, and employees from any and all claims from injuries, including death, damages and losses sustained by me or my minor child/ward and arising out of, connected with, or in any way associated with the activities of the program/event."

In the event of an emergency, I authorize the public entity to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed reasonable and necessary for my minor child's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

I have read and fully understand and agree to the above stated conditions of participation in the Village of Libertyville program/event.

Print Name of Participant _____ Date _____

Signature of Legal Guardian _____

Emergency Phone # _____



BASKETBALL
CLIMBING WALL - SOCCER