



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

FREMONT FAMILY YMCA
810 N. Lincoln Avenue
Fremont, NE 68025
402-721-6952
www.fremontfamilyymca.org

Fremont Family YMCA Terms & Conditions

1. All listed participants fully understand that use of the YMCA facilities and equipment involves certain risks and dangers, both known and unknown, and is a vigorous activity involving significant respiratory and cardiovascular stress. All listed Participants fully understand that use of the YMCA facilities and equipment has the following non-exclusive list of certain risks which all listed Participants accept: death; head, eye, neck, and spinal injury resulting in complete or partial paralysis; brain damage; heart attack; blisters; cuts; lacerations; abrasions; concussions; contusions; strains; sprains; dislocations; fractures; cold and heat injuries; water immersion and drowning. In addition, all listed participants fully understand and accept the incidental risks of travel to and from the site of the YMCA facilities; participation at YMCA activities that may be remote from available medical assistance; and the possible reckless conduct of other participants.
2. All listed participants hereby release and covenant not-to-sue the YMCA and its Officers, Employees, Instructors, Staff, Agents, Operators, Successors, and Assigns from all claims and damages of any nature arising from participation in any YMCA activity or use of any YMCA facility This clause shall not apply to any gross or willful conduct by any employee or representative of the YMCA. Furthermore, all listed Participants assume all risks and all liability for any injury to any person or property caused using the YMCA facilities and equipment or participation in any YMCA activities. All listed Participants agree to indemnify, defend, and hold YMCA harmless from and against any and all claims, liabilities, costs (including legal fees and costs), or actions of any nature whatsoever arising out of or related to all listed Participants use of the facility, or operation of the equipment, regardless of fault, including injuries or death to persons (including all listed Participants) or damage to property of any person or entity (including all listed Participants). YMCA cannot, under any circumstances, be held liable for injuries because of acts of God, nature, or other conditions beyond its control or knowledge. All listed Participants further agree that the exclusive venue for any legal proceeding shall be in the State of Nebraska and this agreement shall be continued exclusively under Nebraska Law. The obligations of this paragraph of all listed participants shall survive the termination of this Agreement.
3. Further, I hereby grant full permission to use, re-use, publish, and republish any photograph of any listed Member, in whole or part, individually, or in conjunction with other photographs, in any medium and for any purpose whatsoever, including (but not by way of limitation) illustration, promotion and advertising and trade, television and multimedia and to use my name in conjunction therewith if the YMCA chooses of me participating in any and all YMCA activities and/or events for any publicity and/or promotional purposes without obligation or liability to me.
4. I declare, for any minor(s) and myself, that we are physically able to participate in the activities of the Fremont Family YMCA without assistance.
5. Waiver and Release. I HAVE READ AND FULLY UNDERSTAND THAT THIS WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF NEBRASKA AND AGREE THAT IF ANY PART IF HELD INVALID, THE REMAINING PARTS OF THIS WAIVER AND RELEASE WILL CONTINUE IN FULL FORCE AND EFFECT AS INTENDED.

I have read the information provided in this terms & conditions and certify my compliance with my signature below.

Printed Name: _____

Signature: _____

Date: _____

Email: _____

Phone: _____

6. Waiver and Release on Behalf of Minors. AS PARENT OR GUARDIAN OF EACH AND EVERY LISTED MINOR MEMBER, I HAVE READ AND FULLY UNDERSTAND THE ABOVE TERMS & CONDITIONS OF THE YMCA AND

YMCA MISSION – God has given us the pathway to life and health through Jesus Christ and the Holy Scriptures.
It is the mission of the Fremont Family YMCA to help put these Christian principles into practice through
programs that help build healthy spirit, mind and body for all.



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HEREBY WAIVE AND RELEASE ON BEHALF OF EACH AND EVERY LISTED MINOR MEMBER.

Parent or Guardian Signature: _____

Date:

Minor Name (s): _____

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