Concord Family YMCA
Acknowledgment and Release

This Acknowledgment and Release is given by the undersigned to the Young Men’s Christian Association of Concord, New Hampshire, also known as the Concord Family YMCA, (the “YMCA”) in consideration of and as a condition to the undersigned’s use of facilities and programs of the YMCA.

A. Acknowledgment of Risk

The undersigned acknowledges that use of the YMCA’s facilities and programs has certain inherent risks of injury, including without limitation (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection by viruses or bacteria.

In addition, the novel coronavirus known as COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. The risks of COVID-19 are described in information provided by the New Hampshire Department of Health and Human Services, at https://www.nh.gov/covid19, and the United States Centers for Disease Control and Prevention, at https://www.cdc.gov/coronavirus/2019-ncov, and include severe illness, personal injury, permanent disability, and death. The risk of transmission of and infection from the Covid-19 virus is inherently higher in any area where people congregate or share facilities, and cannot be prevented. The YMCA may establish rules and procedures to reduce that risk, which, by signing this Acknowledgment and Release, the undersigned agrees strictly to follow, but the YMCA cannot and does not warrant or guaranty the safety of the undersigned when using the YMCA’s facilities or programs.
The undersigned acknowledges that she or he has full knowledge of those risks, is not relying on any representations or warranties by the YMCA concerning those risks, and is solely responsible for any loss or damage, including personal injury, property damage, or death, arising from or out of use of the YMCA’s facilities or participating in its programs.

B. Release, Waiver, and Covenant Not to Sue.

The undersigned releases and waives any claims or actions against the YMCA, and its officers, directors, employees, and volunteers, (the “Released Parties”) from any causes of action, claims, or demands of any nature whatsoever, including, but in no way limited to, claims of negligence, which she/he, or her/his successors, may have, now or in the future, against any of the Released Parties on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to the use of the YMCA’s facilities or equipment or participation in the YMCA’s programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, and including without limitation any illness or harm caused by or related to the COVID-19 virus.

The undersigned further acknowledges and certifies that (i) she/he is legally competent to sign and deliver this agreement; (ii) the terms of this agreement are legally binding; and (iii) she/he is signing this agreement, after having carefully read it.

Dated: ____________________  Sign Name: ____________________

Print Name: ____________________