



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

INHERENT RISK WAIVER

For Minor Children

On behalf of my minor child/children, I hereby acknowledge and agree that participation in the sports, programs, activities and recreational opportunities at and through the Greater Missoula Family YMCA ("Missoula Y") comes with inherent risks. I understand and agree that the risks include, but are not limited to (1) slips, trips, falls, (2) aquatic injuries, (3) athletic injuries, and (4) exposure to bodily fluids, sweat, and/or illness caused by exposure due to bacteria or viruses. I understand and agree, pursuant to Montana Code Annotated ("MCA") Section 27-1-753, as participants in the sports and recreational opportunities offered at the Missoula Y, to assume the inherent risks in those sports or recreational opportunities, whether those risks are known or unknown and that the Missoula Y is not responsible for all injury, illness or death to my minor child/children or damage to their property that result from the inherent risks in those sports, programs, activities and recreational opportunities.

This Waiver, Acknowledgment and Release includes, but is not limited to, illness or damages arising from the novel coronavirus, and the disease it causes, COVID-19. I understand that this is a contagious virus, and governmental authorities recommend physical social distancing as a means to reduce the spread of this virus, which can lead to severe illness, injury, disability and death. Participating in Missoula Y programs and accessing Missoula Y facilities may incur exposure to viruses. The Missoula Y works to reduce the potential for exposure and spread, but exposure to viruses is an inherent risk of participation in the sports, programs, activities and recreational opportunities offered at and through the Missoula Y.

By signing this document, I am waiving my minor child/children's right to a jury trial to hold the Missoula Y legally responsible for any injuries, illness or damages resulting from risks inherent in the sports, programs, activities and recreational opportunities offered at or through the Missoula Y, and any damages they may suffer due to the Missoula Y's ordinary negligence that are the result of the Missoula Y's failure to exercise reasonable care.

Execution of this Waiver, Acknowledgment and Release [Minors] is in compliance with and not prohibited by or subject to the provisions of MCA Section 28-2-702. Nothing herein precludes an action based upon injury, illness, damages or death which results from something other than the inherent risk from participation in the sports, programs, activities and recreational activities as waived and released herein. In consideration of my participation in the sports, programs, activities and recreational opportunities at the Missoula Y, I hereby do release, on behalf of myself, my heirs, representatives, executors, administrators and assigns, to the extent allowed by law, the Missoula Y, and its officers, directors, employees, volunteers, agents, and insurers from any claims, causes of action or demands of any nature arising the inherent risk of my voluntary participation at and use of the facilities of the Missoula Y.

I certify that my date of birth is _____ (mm/dd/yyyy) and I am of lawful age and fully legally competent to sign this Waiver, Acknowledgement and Release on behalf of my minor child/children, all of whom are named below (add additional sheet if needed). I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.



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YMCA FACILITY AGREEMENTS

Insurance: I hereby acknowledge and agree for myself and my minor child[ren] that being a member of the Greater Missoula Family YMCA ("Missoula Y") comes with inherent risks. I understand and agree that the risks include, but are not limited to slips, trips, falls, aquatic injuries, athletic injuries, and exposure to bodily fluids, sweat, and/or illness caused by exposure due to bacteria or viruses, including the novel coronavirus, and any disease it causes.

By signing this document, for myself and those on my membership, I am waiving my right to a jury trial to hold the Missoula Y legally responsible for any injuries, illness or damages resulting from risks inherent in the sports, programs, activities and recreational opportunities offered at or through the Missoula Y, and any damages I or my minor child[ren] may suffer due to the Missoula Y's ordinary negligence that are the result of the Missoula Y's failure to exercise reasonable care.

Nationwide Membership Waiver: Nationwide Membership is a free benefit that allows current Missoula Y members the opportunity to visit other Ys throughout the nation and in Puerto Rico. The Primary Member's signature is required and said member assumes responsibility for any minor child(ren) and other adults on the membership. The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

Marketing: (optional) I hereby grant the Greater Missoula Family YMCA ("Missoula Y") permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the Missoula Y and will not be returned. I hereby irrevocably authorize the Missoula Y, YMCA of the USA, and its third-party affiliates to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. I hereby hold harmless, release, and forever discharge the Missoula Y from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on the behalf of my estate have or may have by reason of this authorization. I, the undersigned, have read and understand the above release.

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Member Code of Conduct & Membership Policy

The Missoula Y is committed to **HONESTY, CARING, RESPECT, and RESPONSIBILITY**. Everyone is expected to conduct themselves in a manner consistent with these Core Values, in addition to adhering to the Rules of Participation below.

BE RESPECTFUL

- The entire Y is a drug-, alcohol-, and tobacco-free zone. Anyone under the influence of alcohol or drugs cannot participate in Y programs and will be asked to leave.
- Abusive, threatening, or foul language, hate speech, and harassing or aggressive behavior of any kind will not be tolerated and will be prosecuted.
- Using any type of recording devices, including cameras and phones, in the locker rooms, restrooms, spas, sauna, or pool area is not allowed. Violators will be prosecuted. Anyone wishing to photograph, video, or record anywhere in the Y must request permission from the Missoula Y Marketing Director—no exceptions.
- Theft and vandalism will be prosecuted.

BE CONSIDERATE

- As a courtesy to other members, please refrain from talking on your phone in the Health & Wellness Center, Functional Training Center, or on indoor track.
- No soliciting of any kind is allowed on Y property or at Y-sponsored activities and events without express permission from Y management staff. Posted notices must also be approved.
- The Adult Locker Rooms are for members ages 16+ only. All other members, please use the Family Locker Rooms.

BE SAFE

- Weapons including, but not limited to, firearms, stun-guns, and knives are not permitted in the Y, on Y property, or in a member's possession at Y-sponsored activities. Violators will be prosecuted.
- Shoes and shirt are required for all genders. Appropriate athletic attire and non-marking athletic shoes are required on the track, in gyms, studios, Health & Wellness Center, and Functional Training Center. Appropriate swim attire is required in the pool.
- Food and drinks (other than water) are not permitted in studios, gyms, swimming area, locker rooms, Health & Wellness Center, and Functional Training Room.
- Children in grades 6+ may use the Health & Wellness and Functional Training Centers after completing a free Teen Health & Wellness Jump Start.



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YMCA MULTIMEDIA RELEASE

For my participation in activities to be conducted by the National Council of Young Men's Christian Associations of the United States of America (YMCA of the USA), and/or the Greater Missoula Family YMCA (YMCA), I give my consent, now and for all time, to YMCA of the USA, YMCA and collaborating third parties to make, reproduce, edit, broadcast or rebroadcast:

- video film or footage of me
- sound track recordings of me
- photo reproductions of me
- any narrative account of my experience

My consent gives permission to use the above materials for publication, display, sale or exhibition in promotions, advertising, education and legitimate business uses. Use includes reproductions in any form and media, adaptations and/or revisions, throughout the world and forever.

I understand and agree there may be no compensation for this, and I will not make any claim for payment of any kind. I may, or may not be, identified in such reproductions; however, my name will not be used to endorse any particular commercial products or commercial services.

Ownership, Confidentiality, and Shared Use

With respect to any of the above uses, I further agree:

- All uses shall belong to YMCA of the USA and YMCA and either may share them with others;
- There is no obligation of confidentiality
- YMCA of the USA, YMCA, and collaborating third parties will not be liable for any use or disclosure to a third party
- YMCA of the USA and YMCA shall exclusively own all known or later existing rights to the uses worldwide
- YMCA of the USA and YMCA can use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose and without compensation to me.

Release from Liability

I agree that my consent is irrevocable. I hereby release and discharge YMCA of the USA, YMCA, their related parties and those they have given permission to use the above, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, the use, or the shared use of the above materials.



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CLIMBING WALL WAIVER

This is a legally binding agreement. By signing this agreement, you give up your right to bring court action to recover compensation or obtain any other remedy for any injury to your children or yourself or your property or for your death, however caused, arising out of using the facilities of the Greater Missoula Family YMCA, now or any time in the future. The information contained throughout this agreement, and especially in "Acknowledgment of Risk" and "Release" and "Safety Contract" sections, is interchangeable for the climber and/or parent who wishes to sign-off herein as having informed consent to permit their minor child to use the facilities of Mount YMCA. "I" or "myself" is also reasonably interchangeable with "my child" herein.

Acknowledgment of Risk:

I hereby acknowledge and agree that the sport of rock climbing and the use of facilities of the Greater Missoula Family YMCA's Mount YMCA have inherent risks. I have full knowledge of the nature and extent of all the risks associated with rock climbing and use of the climbing gym including, but not limited to:

1. All manner of injury resulting from falling off the climbing gym and hitting rock faces and/or projections, whether permanently or temporarily in play, or on the floor or loose.
2. Rope abrasion, entanglement, and other injuries resulting from activities on or near the climbing gym such as, but not limited to, climbing, belaying, lowering on ropes, rescue systems, and other rope techniques.
3. Injuries resulting from falling climbers or dropped items such , but not limited to, ropes, climbing hardware, and/or loose holds and/or fixtures.
4. Cuts and abrasions resulting from skin contact with the climbing gym and/or gym's devices and/or hardware.
5. Failure of ropes, slings, harnesses, climbing hardware, anchor points, or any part of the climbing gym structure.

I further acknowledge that the above list is not exclusive of all the possible risks associated with the use of the climbing gym and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Release/Indemnification & Covenant Not To Sue:

In consideration of my use of the climbing gym, I, the undersigned user, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Greater Missoula Family YMCA and Mount YMCA, its officers, agents, sponsors, and employees from any action, claims, or demands of any nature whatsoever including, but not limited to, a claim of NEGLIGENCE, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future, against the climbing gym on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my use of the climbing gym whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to, the NEGLIGENCE of the Greater Missoula Family YMCA, Mount YMCA, its officers, agents, and employees.

In consideration of my use of the facilities of Mount YMCA, I, the undersigned user, agree to INDEMNIFY AND HOLD HARMLESS the Greater Missoula Family YMCA, Mount YMCA, its officers, agents, and employee from any and all causes of action, claims, demands, losses, or costs of any nature whatever arising out of or any way relating to m use of the climbing gym.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the use of the climbing gym and that I am voluntarily assuming the risks. I understand that I will solely be responsible for any loss or damage, including death, I sustain while using Mount YMCA climbing gym and that by this agreement I am relieving the Greater Missoula Family YMCA and Mount YMCA of any and all liability for such loss, damage, or death. I further agree to pay all of Mount YMCA and/or its agent's legal fees should I one day wish to seek legal action against them as a result of my use of the facilities.

I understand that the above Release and Acknowledgment sections of risk. I further certify that I and/or my wards are in good health and have no physical limitations which would preclude safe use of the facilities.

UPDATED: NOVEMBER 2017