

YMCA OF CENTRAL NEW MEXICO FACILITY USER/VISITOR AGREEMENT

Date: _____

Name: _____

Address _____

City _____

State _____ Zip Code _____

Age/DOB _____ Sex _____

Home Phone _____ Work Phone _____

Email _____

IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name: _____

Relationship _____

Phone Number _____

I agree to follow all rules and regulations of the YMCA of Central New Mexico ("YMCACNM") 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 YMCACNM 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 YMCACNM FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCACNM 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 any facilities or equipment, or participating in any program affiliated with the YMCACNM without respect as to location, except for any injury, damage or loss that is caused solely by the YMCACNM'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 YMCACNM, its operating centers, their respective officers, directors, Managers, Trustees, members, volunteers, employees, agents or representatives (the "Releasees") and each of them from any and all claims for injuries, damages or losses 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 YMCACNM without respect as to location, except for any injury, damage, or loss that is caused solely by the YMCACNM'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 YMCACNM without respect as to location, except for any loss, liability, damage or cost that is caused solely by the YMCACNM'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 New Mexico 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 YMCACNM 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 _____
(Participant's signature)

Date: _____

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

Date: _____