



YMCA Camp Minikani Groups Waiver

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

By signing, the parent/guardian/participant (18+) certifies approval of good health of the participant. I grant permission for participation in all planned camp activities including participation in high adventure elements, swimming, canoeing, hiking, or horseback riding. The YMCA is not responsible for lost, stolen or damaged articles. For my participation in activities sponsored by or any matters related to the YMCA of Metropolitan Milwaukee, I hereby give my permission and consent, now and for all time (without any further compensation, claim or demand by me) to the YMCA of Metropolitan Milwaukee, and to any advertising agency, entities and third parties collaborating with YMCA of Metropolitan Milwaukee and their representative, if any (the "Organizations") to make, reproduce, edit, broadcast or rebroadcast any video film, footage and other sound track recordings, or photo reproductions of me, and my narrative account of my experience with YMCA activities ("Materials") for publication, display, sale or exhibition thereof in promotions, advertising and legitimate business uses without any further compensation to me. I agree to waive claims against the YMCA and its members and volunteers to injuries or damages that may result from the conduct of other persons including participants in YMCA programs.

NOVEL CORONAVIRUS:

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The YMCA has put in place preventative measures to reduce the spread of COVID-19; however, **the YMCA cannot guarantee that you or your child will not become infected with COVID-19.** Further, participation in the described Camp experience could increase your or your child's risk of contracting COVID-19. By signing this agreement, **I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child may be exposed to or infected by COVID-19 by participation and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I understand that the risk of becoming exposed to or infected by COVID-19 at the YMCA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the YMCA's employees, volunteers, and program participants and their families.

My child and I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my child (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at the YMCA.

On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the YMCA, its employees, agents, and representatives, of and from the Claims,



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including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Y, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the YMCA.

I represent that I have adequate insurance to cover any injury or an illness that my child or I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I or my child have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. In the event I file a lawsuit, I agree to do so in the State of Wisconsin, and I further agree that the substantive law of the State of Wisconsin shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if my child is exposed or infected by COVID-19 during participation in the described Camp experience, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the described Camp experience might not be made available to my child or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

If I have signed a separate general waiver of liability connected to my child's participation at the YMCA, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

I agree that my child will practice safe social distancing and clean hygiene during my participation at the YMCA.

Name: _____ Date: _____

Parent/guardian: _____

Emergency contact number: _____