

**Philadelphia Freedom Valley YMCA  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any way with the Philadelphia Freedom Valley YMCA, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Camp SpeersYMCA property includes bogs, wooded trails, rocks trees, a lake (that freezes in the winter). The undersigned accepts the inherent risks associated with outdoor (wilderness) activities.

**RISKS ASSOCIATED WITH HORSES AND OTHER FARM ANIMALS**

**Undersigned accepts responsibility inherent risks associated with activities with, or in proximity to, horses and other farm animals**

I recognize that there is an inherent danger associated with horses and other farm animals. I agree to hold harmless and blameless and indemnify the Philadelphia Freedom Valley YMCA, the Camp Speers YMCA branch of the Philadelphia Freedom Valley YMCA, employees (exempt and/or non-exempt), volunteers, board of directors, independent contractors, sub-contractors, persons related, friendly, acquainted, visiting, associated, hired or trespassing on behalf of the YMCA including their heir(s), executor(s)/executrix(s) and administrators because of, including but not limited to any accident, event, Act of God, injury or anguish, physical or otherwise, which I might receive or experience using or accessing or being within close proximity to horses and other farm animals. This extends to permitted and non-permitted access/use/proximity, authorized and unauthorized access/use/proximity.

Furthermore, by signing below, it is agreed and understood that the participant, and whomsoever is related, friendly, legal guardian, acquainted, visiting, associated, heir(s), executor(s)/executrix(s), administrator(s), successor(s) or assign(s), hired or trespassing on behalf of participant, or any of them hereafter can, shall or may have, for, or by reason of any cause, matter of thing whatsoever, shall hold harmless and hold blameless and indemnify Philadelphia Freedom Valley YMCA and its branch at Camp Speers YMCA, employees (exempt and/or non-exempt), volunteers, Board of Trustees, independent contractors, sub-contractors, persons related, friendly, acquainted, visiting, associated, hired or trespassing on behalf of the YMCA including their heir(s), executor(s)/executrix(s) and administrator(s) for and from all manners of actions and causes of action, suits, debts, accounts, bonds, covenants, agreements, judgments, claims and demands whatsoever in law or equity or injury from the beginning of the world until the end of time.

**PERMISSION TO VIDEOTAPE AND/OR PHOTOGRAPH**

- I hereby grant permission to be videotaped and/or photographed while I am participating in programs and activities of Philadelphia Freedom Valley YMCA. It is my understanding that videotaping and photographs will be used for educational, training and promotional purposes only. I may revoke this permission at any time by sending a letter to Philadelphia Freedom Valley YMCA with a copy of a photograph for identification purposes to minimize the accidental use of my image.
- I do not grant permission to be videotaped and/or photographed while participating in programs and activities of Philadelphia Freedom Valley YMCA. I have provided a labeled photograph for identification purposes to minimize the accidental use of my image.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

\_\_/\_\_/\_\_  
date  
\_\_\_\_\_  
participant's signature  
\_\_\_\_\_  
Print name

\_\_/\_\_/\_\_  
date  
\_\_\_\_\_  
parent's or guardian's signature (if participant is legally a minor)  
\_\_\_\_\_  
Print name

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

If participating in horseback riding, please provide the following: DoB \_\_\_\_\_ Height \_\_\_\_\_ Weight (less than 250 lb) \_\_\_\_\_