



## YMCA of Arlington Release and Waiver of Liability and Indemnity Agreement

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA of Arlington 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, 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 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 acknowledgment that such premises and all facilities and equipment therein and such affiliated programs have been inspected and 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 OF ARLINGTON FACILITIES, SERVICES, AND PROGRAMS FOR ANY REASON, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA OF ARLINGTON, 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 of Arlington, its directors, officers, employees, and agents ("the releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore 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 of Arlington, without respect to location.
2. The undersigned hereby agrees to indemnify and save and hold harmless the releasees 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 of Arlington or participating in any program affiliated with the YMCA of Arlington, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY 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 of Arlington and/or while using the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA of Arlington.
4. The undersigned further assumes full responsibility for any lost or stolen items while in, about, or upon the premises of the YMCA of Arlington and/or while using the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA of Arlington.
5. The undersigned gives permission to the YMCA of Arlington to use photographs, film footage, or tape recordings which may include their own image (or family members) or voice for purposes of promoting YMCA programs.
6. The undersigned understands that YMCA membership dues and program fees are not deductible as charitable tax contributions.

The undersigned further expressly agrees that the forgoing release, waiver, and indemnity agreement cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by the laws of the state of Texas 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 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.

I HAVE READ THIS RELEASE

\_\_\_\_\_ date Participant's signature

\_\_\_\_\_ date Parent or Guardian's signature (if participant is a minor)

\_\_\_\_\_ printed name

\_\_\_\_\_ printed name

### Rental Policy Statement

- A. Refunds for rentals are as follows: **No Refund** given within 5 days of the rental; **Half refund** 5 to 14 days of rental; **Full refund** outside 14 days of rental.
- B. Inclement weather may cause the pool to be closed. The rental will be given a 50 percent refund if this should occur during your party. No refunds will be given prior to the party due to forecasted bad weather conditions.
- C. Members may only receive the member rate if they are renting the facility for their own use and not that of someone else. Member ID must be verified.
- D. The cost of any damage to the premises or property of the Cooper Street YMCA as a direct result of the scheduled rental will be billed to the above mentioned responsible party.
- E. The facility rental is from the times listed on the rental agreement. Please do not arrive more than 15 minutes prior to the specified time as the room will be in the process of being sanitized and set-up. The responsible party may be billed \$25.00 per fifteen minutes over their allotted rental time. Any additional time needed before the rental must be arranged and paid for in advance.
- F. All pool parties will use the pool for up to 1 hour and 15 minutes, and the room for the last half of the rental. This will give you time to finish setting up the room and will help avoid children from becoming ill in the pool.
- G. Pool parties come with 2 lifeguards which accommodates 35 participants total due to the size of each of our rooms.
- H. Items allowed in the room: table cloths and settings, food; drink, cake, ice cream, presents, balloons, decorations and music.
- I. Items **not** allowed in the room: water balloons, glitter or confetti, alcoholic beverages or tobacco products, animals, piñatas (must have approval), or anything that may cause harm to an individual.
- J. Items allowed in the pool: inflatable balls, diving rings, noodles, water toys, life jackets.
- K. Items **not** allowed in the pool: food or drink, inflatable personal floatation devices (i.e. water wings or donut rings), rafts or floating chairs, hard balls, Frisbees, or water balloons.
- L. Individuals or groups which are advocating a political position is not authorized.
- M. No use by individuals or groups for private gain is authorized without prior approval from the YMCA President and CEO. Private gain is assumed if the individual or group charges customers or participants an amount which can include selling merchandise, charging admission, program fees, or other fees derived from the use of the facility.
- N. No use of alcohol, drugs, or tobacco in any YMCA facilities.

Time of Rental \_\_\_\_\_ Date of Rental \_\_\_\_\_ Day of Rental \_\_\_\_\_ Total \_\_\_\_\_

\*A driver's license number and D.O.B. are required for any check written.

Receipt # \_\_\_\_\_ Drivers License # \_\_\_\_\_ DOB \_\_\_\_\_ Staff Initials \_\_\_\_\_