

**ACKNOWLEDGEMENT, WAIVER, RELEASE
FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT**

This Acknowledgement, Waiver, Release from Liability and Assumption of Risk Agreement ("Agreement") has been entered into between Participant, _____ ("Participant"), and the YMCA of Greater Des Moines ("YMCA") as of the date of execution shown below.

In consideration of providing use of the facility to Participant, the YMCA requires that Participant fully review and execute this Agreement. Participant agrees and acknowledges that this Agreement is a legally binding contract and a full release and waiver of liability against and indemnification in favor of the YMCA and its agents, officers, directors, representatives, assigns, sponsors, promoters, employees, associates and affiliates (collectively "Releasees").

Participant agrees that he/she knows of no physical or mental ailments or conditions which could endanger Participant or others, or would interfere with Participant's ability to safely utilize the YMCA's facility. Participant hereby agrees to personally assume full responsibility and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise related to the use of YMCA's facility.

Participant hereby agrees by his/her signature hereto, that he/she, including all heirs, executors, assigns, representatives, and successors in interest, fully releases, waives, discharges, and covenants not to sue the Releasees from all liability to Participant or Participant's heirs, executors, assigns, representatives, and successors in interest for any and all claims for any and all damages, and any claims or demands on account of injury to the person or property of Participant or resulting in death of Participant, whether caused by the negligence of the Releasees, other participants or otherwise, relating to, or arising out of Participant's use of the Releasees' facility, as described above, including but not limited to participation in YMCA activities.

Participant hereby agrees to indemnify and save hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur due to the Participant in any way related to Participant's use of Releasees' facility, including but not limited to participation in YMCA activities.

Participant agrees that he/she has fully read and understands the terms, conditions and releases contained in this Agreement, and that all provisions are contractually binding and not mere recitals. This Agreement may only be terminated or modified by mutual written consent of both parties. A waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein, or as consent to any subsequent waiver or modification. Participant further agrees to the release by any third party to Releasees and their insurance carriers of Participant's name and medical information held by Releasees that may relate solely to any injury or death suffered from participation in training or activities in association with the YMCA.

This Agreement is subject to the laws and jurisdiction of the state of Iowa. Participant agrees that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Iowa and that if any portion of this Agreement is held invalid, it is agreed that the remaining provisions of this Agreement shall continue in full legal force and effect.

PARTICIPANT HAS READ THIS WAIVER AND RELEASE FROM LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT SUBSTANTIAL RIGHTS ARE GIVEN UP BY SIGNING IT, AND SIGNS IT FREELY AND VOLUNTARILY. The undersigned further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Participant:

Name: _____

Signature: _____

Date: _____

Parents/Guardians (If Applicable)

Name: _____

Signature: _____

Date: _____