

YMCA OF GREATER HOUSTON AREA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(PLEASE READ BEFORE SIGNING)

WHEREAS, THE UNDERSIGNED, on behalf of himself or herself, his or her personal representatives, heirs, and next of kin (herein referred to as "Applicant") wishes to be permitted to enter, observe, use, or participate in the premises, facilities, equipment, and affiliated programs, without respect to location, of the YMCA of the Greater Houston Area (herein referred to as "YMCA Facilities") for any purpose; and in consideration of, and as part payment for the right to enter, observe, use, or participate in the YMCA Facilities for any purpose:

Applicant warrants that Applicant has inspected and considered, or immediately upon entering will inspect and consider the YMCA Facilities, and Applicant accepts the YMCA Facilities as being safe and reasonably suited for Applicant's entry, observation, use, or participation. Applicant further warrants that Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not enter, observe, use, or participate in the YMCA Facilities for any purpose. Applicant further warrants that Applicant takes full responsibility for Applicant's decision to use or not to use the YMCA Facilities and agrees to follow all safety instructions.

APPLICANT HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE FOR, AND APPLICANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE YMCA OF THE GREATER HOUSTON AREA, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SERVANTS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, OF EVERY KIND AND NATURE WHATSOEVER, WHETHER FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, OR LOSS OTHERWISE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, APPLICANT'S PRESENCE, OBSERVATION, USE, OR PARTICIPATION AT OR IN THE YMCA FACILITIES, AND/OR THE PRESENCE, OBSERVATION, USE, OR PARTICIPATION OF ANY FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, AT OR IN THE YMCA FACILITIES.

APPLICANT VOLUNTARILY AGREES TO INDEMNIFY, HOLD HARMLESS, ASSUME FULL RESPONSIBILITY FOR, AND DEFEND THE RELEASED PARTIES FROM ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE WHILE APPLICANT, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, ARE PRESENT IN, OBSERVING, USING OR PARTICIPATING IN THE YMCA FACILITIES, OR ARISING OUT OF OR IN ANY WAY CONNECTED TO APPLICANT'S, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, PRESENCE IN, OBSERVATION OF, USE OF OR PARTICIPATION IN THE YMCA FACILITIES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Applicant assumes full responsibility for any items lost or stolen while Applicant is present in, observing, using or participating in the YMCA Facilities.

Applicant gives permission to the YMCA of the Greater Houston Area to use photographs, film footage, or tape recordings which may include Applicant's own image or voice (or that of Applicant's family member, dependent, or guest, including any minors, accompanying Applicant) for purposes of promoting any YMCA Facilities.

Applicant agrees to abide by all rules promulgated by the Released Parties while Applicant or Applicant's family member, dependent, or guest, including any minors, accompanying Applicant, are present in, observing, using, or participating in any YMCA Facilities.

Applicant understands that YMCA of the Greater Houston Area membership and program fees are not deductible as charitable tax contributions.

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, during the observation, use, or participation in the YMCA Facilities.

Applicant further expressly agrees that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by Texas law, and that if any portion of this **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** is held invalid, Applicant agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Applicant fully understands that Applicant's entrance, observance, use, or participation of or in the YMCA Facilities is **entirely voluntary**. Applicant has read and understood this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, has voluntarily signed this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and agrees that no oral representations, statements, or inducement apart from this written agreement have been made to Applicant.

NAME OF APPLICANT (PLEASE PRINT)

EMAIL ADDRESS

YMCA MEMBER NUMBER

SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

DATE

YMCA OF GREATER HOUSTON AREA
PARTICIPATION AGREEMENT
WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
(PLEASE READ BEFORE SIGNING)

WHEREAS, THE UNDERSIGNED (herein referred to as "Applicant") wishes to be accepted for participation in a Challenge Course Experience to be organized and conducted by the YMCA of Greater Houston Area (herein referred to as "YMCA"); and in consideration of YMCA's action in allowing the Applicant to voluntarily participate in such program; and in consideration of, and as part payment for the right to participate in such program and the services arranged for the Applicant by the YMCA, its affiliates, agents, servants, employees, volunteers, officers, and directors (collectively, the "Released Parties"):

Applicant acknowledges that the Challenge Course Experience involves certain inherent risks and that during said Challenge Course Experience, certain dangers may occur. These include, but are not limited to, potentially dangerous surface and subsurface land conditions or hazards, depending on other people and the potential for another participant or observer to act negligently, being at various heights (ground to 50 ft.), accident or illness in remote places without nearby medical facilities, the potential for a medical emergency when medical treatment may be several hours away, exposure to the elements and forces of nature, including temperature extremes and inclement weather, and travel by air, train, boat, automobile, or other conveyance. Applicant further acknowledges that Camp Cullen does not have medical staff on the premises. Applicant recognizes that these risks may also include loss or damage to personal property, physical or psychological damage and/or injury, not excluding fatality due to accidents which may occur, including accidents resulting from this Challenge Course Experience or other type of outdoor activities. **Applicant further acknowledges that the above delineated inherent risks are provided only as a non-exclusive list of examples and do not in any way limit the Applicant's waiver, release, and indemnification of the Released Parties.**

Applicant has and does hereby assume all the above risks and any and all other risks incidental to the nature of the Challenge Course Experience regardless of whether those risks are foreseeable, and will hold the Released Parties harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever, whether for bodily injury, property damage, death, or loss otherwise, whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties, or otherwise to the fullest extent permitted by law, arising from, or alleged to have arisen from, Applicant's presence, observation, or participation at or in the Challenge Course Experience, and/or the presence, observation, or participation of any family member, dependent, or guest, including any minors, accompanying Applicant in any YMCA activities. In addition, Applicant agrees to indemnify, hold harmless, assume liability for, and defend the Released Parties, as stated above, from any and all costs and expenses, including, but not limited to, reasonable attorneys' fees; judgments; court costs; actual, punitive, and special damages; and all other sums which the Released Parties may pay or become obligated to pay arising from, or alleged to have arisen from, the Applicant's presence, observation, or participation at or in the Challenge Course Experience, and/or the presence, observation, or participation of any family member, dependent, or guest, including any minors, accompanying Applicant in any YMCA activities **whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties.** Applicant also acknowledges that the YMCA does not provide accident, injury, illness, disability, or life insurance covering Applicant or any family member, dependent, or guest, including any minors, accompanying Applicant.

Applicant warrants that Applicant understands that the Challenge Course Experience may require extreme physical exertion and that Applicant is completely healthy, both physically and emotionally, and capable of participating in this Challenge Course Experience. Applicant further certifies that Applicant has listed on the Health Statement Form any medical condition that the YMCA should be aware of which may hinder or limit Applicant's participation in the Challenge Course Experience. **Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not participate in the Challenge Course Experience.**

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this Participation Agreement, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, during the course of the Challenge Course Experience. Applicant fully understands that Applicant's physical activity involves risk of injury and that Applicant's participation in the Challenge Course Experience is **entirely voluntary**. Applicant further states that the Applicant has read and understood this Participation Agreement. Applicant enters into this Participation Agreement and takes full responsibility for Applicant's decision to participate or not participate and agrees to follow all safety instructions.

NAME OF APPLICANT (PLEASE PRINT)

SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

DATE

YMCA OF GREATER HOUSTON AREA
CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT
(PLEASE READ BEFORE SIGNING)

WARNING: UNDER TEXAS LAW (CHAPTER 87, TEXAS CIVIL PRACTICE & REMEDIES CODE) AN FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

WHEREAS, THE UNDERSIGNED (herein referred to as "Applicant") wishes to participate among and on horses, including but not limited to riding, handling, or otherwise being near horses or other equine animals, on the premises of, owned by, or in the care, custody and control of the YMCA of Greater Houston Area (collectively referred to herein as "YMCA"); and in consideration of YMCA's action in allowing the Applicant to voluntarily participate among and on horses, including but not limited to riding, handling, or otherwise being near horses or other equine animals on the premises of, owned by, or in the care, custody and control of YMCA, as arranged for the Applicant by the YMCA, its affiliates, agents, servants, employees, volunteers, officers, and directors (collectively, the "Released Parties"):

Applicant warrants that Applicant has inspected and considered, or immediately upon entering will inspect and consider the equine facilities at Camp Cullen, and Applicant accepts the equine facilities as being safe and reasonably suited for Applicant's entry, observation, use, or participation. **Applicant further warrants that Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not participate in any equine-related activities.**

Applicant acknowledges that the activity of horseback riding, handling, and being around or near horses or other equine animals **involve certain inherent risks and that certain dangers may occur as a result.** These include, but are not limited to, potentially dangerous surface and subsurface land conditions or hazards; the potential to fall from or be injured by a horse or other equine animal; the potential for collision with another animal; the potential for another participant to act negligently; for example, by failing to maintain control of an animal; the failure of any equine-related equipment or protective gear; accident or illness in remote places without nearby medical facilities; and the potential for a medical emergency when medical treatment may be several hours away. Applicant also acknowledges that Camp Cullen does not have medical staff on the premises. Applicant further acknowledges that an animal, irrespective of its training and usual past behavior and characteristics, may act or react unpredictably at times based upon instinct or fright. Applicant recognizes that these risks may also include loss or damage to personal property, bodily or psychological damage and/or injury, not excluding fatality. **Applicant further acknowledges that the above delineated inherent risks are provided only as a non-exclusive list of examples and do not in any way limit the Applicant's waiver, release, and indemnification of the Released Parties.**

Applicant has and does hereby assume all the above risks and any and all other risks incidental to the nature of horseback riding, handling, and being around or near horses or other equine animals, regardless of whether those risks are foreseeable, and will hold the Released Parties harmless from any and all liability, actions, causes of action, debts, claims and demands of every kind and nature whatsoever, whether for bodily injury, property damage, death, or loss otherwise, whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties, or otherwise to the fullest extent permitted by law, arising from, or alleged to have arisen from, Applicant's riding, handling or otherwise being near horses or other equine animals, and/or the presence, observation, or participation of any family member, dependent, or guest, including any minors, accompanying Applicant in any equine activities. In addition, Applicant agrees to **indemnify, hold harmless, assume liability for, and defend the Released Parties**, as stated above, from any and all costs and expenses, including, but not limited to, reasonable attorneys' fees; judgments; court costs; actual, punitive, and special damages; and all other sums which the Released Parties may pay or become obligated to pay arising from, or alleged to have arisen from, the Applicant's riding, handling or otherwise being near horses or other equine animals, and/or the riding, handling or otherwise being near horses or other equine animals by any family member, dependent, or guest, including any minors, accompanying Applicant in any equine activities **whether caused in whole or in part by the negligence, gross negligence, or strict liability of the Released Parties**. Applicant also acknowledges that the YMCA does not provide accident, injury, illness, disability, or life insurance covering Applicant or any family member, dependent, or guest, including any minors, accompanying Applicant.

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, while riding, handling or otherwise being near horses or other equine animals on the premises of, owned by, or in the care, custody and control of YMCA. Applicant fully understands that Applicant's physical activity involves risk of injury and that Applicant's decision to ride, handle or otherwise be near horses or other equine animals on the premises of, owned by, or in the care, custody and control of YMCA is **entirely voluntary**. Applicant further states that the Applicant has read and understood this CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. Applicant enters into this CAMP CULLEN HORSE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT and takes full responsibility for Applicant's decision to participate or not participate and agrees to follow all safety instructions.

NAME OF APPLICANT (PLEASE PRINT)

SIGNATURE OF APPLICANT (PARENT/GUARDIAN)

DATE