



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Penobscot Bay YMCA 2023 SUMMER CAMP WAIVERS

PENOBSCOT BAY YMCA CHILD RELEASE FORM AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Penobscot Bay YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the Penobscot Bay YMCA, 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 Penobscot Bay YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes in acknowledgement that such premises and all facilities and equipment thereon and such affiliated program 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.

THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVERS, DISCHARGES AND CONVENANTS NOT TO SUE THE PENOBSCOT BAY YMCA, its directors, officers, employees and agents (hereinafter referred to as "releases") from all liability to the undersigned, or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damages, and any claim or demands therefore on account of injury to the person or property resulting in death of the undersigned or such children whether caused by negligence of the releases or otherwise while the undersigned or such children, is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Penobscot Bay YMCA.
- 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 or such children in, upon or about the Penobscot Bay 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 or of the releases otherwise.
- THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasee or otherwise while in, about or upon the premises of the Penobscot bay 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 agrees that the RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the law of the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall 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 foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Date: _____ Signature of Applicant/Parent _____

PENOBSCOT BAY YMCA PHOTO RELEASE

I hereby give the Penobscot Bay YMCA and the Council of Young Men's Christian Associations of the United States of America (YMCA of the USA), and all persons and corporations acting with its permissions or upon its authority, including the photographer, the absolute right and permission to take, copyright, use and publish photographs, videos, or other digital media ("photo") of or concerning

(Camper's Name) _____ for the purposes of YMCA art, advertising, education, promotion, or for any other purpose consistent with the YMCA Mission. I agree that the photo becomes the exclusive property of the Penobscot Bay YMCA and I waive all rights thereto. I waive all rights to inspect and/or approve any printed matter that may be used in conjunction with the photograph and the use to which it may be applied.

I HAVE READ THIS RELEASE

I AGREE: Date: _____ Signature of Applicant/Parent _____

I DO NOT AGREE: Date: _____ Signature of Applicant/Parent _____

PENOBSCOT BAY YMCA FIELD TRIP RELEASE

I grant permission for (Camper's Name) _____ to participate in all planned camp activities including transporting campers out of camp to participate in weekly activities. By signing below, I hereby give my permission for my child to be taken off site, supervised, and to take part in programs with the Penobscot Bay YMCA. I hereby grant the Penobscot Bay YMCA full authority to take whatever actions they deem necessary regarding my child's health and safety, and fully release the Penobscot Bay YMCA from any liability in connection there within. In the event of an emergency, I understand that prudent attempts will be made to contact the undersigned immediately. I understand that I will be responsible for payment of all medical and medication bills. I will not hold the Penobscot Bay YMCA, its officials, employees, or volunteers responsible for any injury to my child resulting from transportation to and/or from, and/or attendance in the regular weekly program or additional field trips. I hereby give permission to the medical personnel selected by the Penobscot Bay YMCA to treat my child to the best of their ability, to order X-rays, routine tests, treatment; to release any records necessary for insurance purposes; and to provide or arrange necessary related transportation for me/or my child. In the event I cannot be reached in an emergency, I hereby give permission to the physician selected by the Penobscot Bay YMCA to secure and administer treatment, including hospitalization, for my child.

I HAVE READ THIS RELEASE

I AGREE: Date: _____ Signature of Applicant/Parent _____

I DO NOT AGREE: Date: _____ Signature of Applicant/Parent _____