

YMCA DAYCARE AND ACTIVITIES RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT (“AGREEMENT”)

The YMCA of Central Ohio offers a variety of programming and activities for the care, health, wellness, education and benefit of the children in our community, including but not limited to daycare, before and after school care, summer programs, sports leagues and other programming and activities (collectively “Childcare Activities”). In consideration of the Released Parties (as defined below) allowing Minor to access the YMCA facilities and participate in Childcare Activities, I/we as the parents and/or legal guardians of Minor, on our behalf and on behalf of Minor, as well as on behalf of our and Minor’s heirs, next of kin, assigns, and personal representatives, do hereby acknowledge, understand and agree to the following do hereby understand and agree to the following:

COVID-19 Representation: I/we and Minor have not had COVID-19 or experienced COVID-19 symptoms in the last three (3) weeks. I/we are not aware that we or Minor have been exposed to any individual in the last three (3) weeks who has received a COVID-19 diagnosis, has been suspected of having COVID-19 or has experienced COVID-19 symptoms. At any time, prior to or during Minor’s access of the YMCA facilities and/or participation in Childcare Activities, I/we become aware I/we or Minor have been exposed to any individual in the prior three (3) weeks who has received a COVID-19 diagnosis, has been suspected of having COVID-19 or has experienced COVID-19 symptoms, I/we shall immediately inform Minor’s Childcare Activities supervisor and/or YMCA management and we shall not access and shall not allow Minor to access the YMCA facilities and/or participate in Childcare Activities without authorization.

Acknowledgement and Assumption of Risks: I/we understand that access to the YMCA facilities and participation in Childcare Activities include potentially hazardous activities that involve risks, inherent and otherwise, known or unknown, that cannot be eliminated and that may cause serious physical, emotion or psychological injury, illness, paralysis or even death to Minor, us, other persons, and/or damage to property. Some, but by no means all, of the associated risks include acts or omissions (including negligence) of those involved with the YMCA facilities and/or Childcare Activities (e.g. staff, volunteers, other participants, etc.), failure to and/or improper supervision, intentional and unintentional physical contact, dangerous premises conditions (both exposed and hidden), improper maintenance or design, known or unknown medical conditions, exposure to communicable diseases or conditions (including without limitation, rashes, fungus, infections, viruses, bacteria, etc.) and improper use of equipment or equipment failure. I/we and Minor assume full and sole responsibility for all risks, known and unknown, inherent or otherwise, related to Minor’s access to the YMCA facilities and participation in Childcare Activities and acknowledge that Minor is accessing the YMCA facilities and participating in Childcare Activities with knowledge and acceptance of the risks.

Acknowledgment and Assumption of COVID-19 Risks: In addition to the aforementioned risks, accessing YMCA facilities and participation in Childcare Activities during the COVID-19 pandemic presents unique health and safety risks and dangers, known and unknown, inherent and otherwise, that cannot be eliminated and which can cause injury, illness, paralysis or death to Minor, us, other persons, and/or damage to property. Some, but by no means all, of the risks presented include: (i) COVID-19 is highly contagious; (ii) individuals frequently do not develop COVID-19 symptoms until after they are contagious; (iii) exposed individuals may have more serious symptoms due to other known and unknown medical conditions; (iv) failure to properly sanitize the facilities and/or equipment; (v) others involved with the facilities and/or Childcare Activities’ failure to take proper actions to prevent or minimize exposure and/or failure to have and/or use proper protective equipment; and (vi) the acts, omissions and negligence of the Released Parties. I/we and Minor assume full and sole responsibility for all risks, known and unknown, inherent or otherwise, related to Minor’s access to the YMCA facilities and participation in Childcare Activities and acknowledge that Minor is accessing the YMCA facilities and participating in Childcare Activities with knowledge and acceptance of the risks.

Liability Release: Acknowledging that such risks exists, I/we on our own behalf and on behalf of Minor, hereby **RELEASE AND DISCHARGE** YMCA of Central Ohio, YMCA of the USA and each of their respective affiliates, related entities, officers, employees, shareholders, representatives, managers, members, directors, owners, agents, volunteers and/or anyone else associated in any way with Minor’s access of YMCA facilities and/or participation in

the Childcare Activities (the "Released Parties"), from and against all claims, damages, injuries, losses, actions, lawsuits, proceedings, expenses, costs, attorney fees and the like that I/we, Minor or anyone on our or Minor's behalf (including but not limited to heirs, representatives or next of kin) have or might have for any death, injury, damage (e.g. physical, psychological, emotional or property) allegedly arising out of, involving or relating to Minor's access of YMCA facilities and/or participation in the Childcare Activities, including, but not limited to, any claim that the act, omission or event complained of was **caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Agreement to Indemnify: I/we further agree to INDEMNIFY, HOLD HARMLESS, AND DEFEND the Released Parties in any action or proceeding from and against all claims, damages, injuries, losses, actions, lawsuits, proceedings and costs/expenses allegedly arising from or relating to (i) my/Minor's breach of or noncompliance with any term, condition or provision of this Agreement, or (ii) my/Minor's negligent acts or omissions or willful misconduct in connection with my participation in the Childcare Activities. **This agreement to indemnify, hold harmless and defend applies even if the act or, omission or event complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the Released Parties.**

Medical Treatment Authorization: In the event Minor becomes injured or ill while at the YMCA facilities and/or participating in the Childcare Activities, I/we authorize the Released Parties to secure first aid and/or the services of any legally qualified physician or hospital for Minor and I/we agree to assume any financial obligations incurred therewith.

Governing Law, Exclusive Forum and Waiver of Jury Trial: This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Ohio. Any cause of action relating to the interpretation or enforcement of this Agreement shall be instituted and litigated in a State or Federal Court located in Franklin County, Ohio. **I/WE HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT (INCLUDING MINOR'S RIGHT) TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.**

Warranties and Representations: I/we also represent that: (i) I/we are at least eighteen (18) years old and the parent(s) and/or legal guardian(s) of Minor; (ii) have read this document; (iii) have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iv) fully understand its contents and the waiver of my legal rights contained therein; (v) understand that the above release is intended to be as broad as permitted by applicable law; and (vi) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.

Minor Name (Printed): _____

Parent/Guardian of Minor Name _____

Parent/Guardian of Minor Signature: _____

Date: _____

Parent/Guardian of Minor Name _____

Parent/Guardian of Minor Signature: _____

Date: _____