

# YMCA Skate Park

## Voluntary Release, Acknowledgement and Acceptance of Risks, and Indemnity Agreement

I, being eighteen or older in age (or the legal guardian of the such person who is under 18) for such person in consideration of the services provided by the **YMCA of Metropolitan Minneapolis and YMCA of Greater Saint Paul** its agents and team members, promoters, other participants, officials, and advertisers (hereafter collectively referred to as "Sponsors") for the rate charged for those services, and the right to engage in this activity as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with Sponsors, its agents and team members, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

### **ACKNOWLEDGMENT OF RISKS**

I UNDERSTAND AND ACKNOWLEDGE that the activity that I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in INJURY, DEATH, ILLNESS, OR DISEASE, PHYSICAL OR MENTAL, OR DAMAGE to myself, to my property or to spectators or other third parties. These risks include but are no way limited to the following:

(1) the risks which are inherent in the activities of In-Line skating, skateboarding, or biking including, but not limited to, falling, coming in contact with ramps, walls, other equipment or persons; (2) the acts or omissions of sponsors, and other persons or entities; (3) latent or apparent defects or conditions in equipment or property supplied by Sponsors, or other entities; (4) The conditions of any track or ramp and accidents connected with their use; (5) my own physical condition or my own acts or omissions; (6) first aid, emergency treatment or other services rendered by Sponsors, or others; and (7) consumption of any food or drink, whether or not provided by sponsors.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to myself or my property or to spectators or other third parties.

### **ACCEPTANCE OF RISK AND RESPONSIBILITY**

I voluntarily agree, covenant and promise to accept and assume all responsibilities of injury, death, illness or disease, or damage to myself or to my property arising from my participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility for risk of injury, death, illness, or disease to spectators or other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary; no one is forcing me to participate in spite of the risks.

### **RELEASE**

I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Sponsors, and all other persons or entities affiliate therewith, from any and all liability, claims, demands, actions or right of action, which are related to, arise out of or are in any way connected with my participation in this activity, including, but specifically not limited to any and all negligence, fault, or strict liability of Sponsors, and all other persons or entities, for an and all injury, death, illness, or disease and damage to myself or to my property. I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Sponsors, its agents or team members and all other persons or entities from all defense costs, including attorney's fees or from any other costs incurred in connection with claims for bodily injury or property damage which may arise out of or result from my participation in this activity. I FURTHER AGREE AND COVENANT NOT TO USE, assert or otherwise maintain any claim against Sponsors, it

agents or team members, and all other persons or entities for injury, death, illness or disease, or damage to myself or to my property, arising out of or resulting from or connected with my participation in this activity or from any claims asserted against me by the spectators or other third parties.

IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS INJURED OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THIS ACTIVITY, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST SPONSORS, ITS AGENTS OR TEAM MEMBERS EVEN IF SPONSORS, ITS AGENTS OR TEAM MEMBERS, OR ANYONE ELSE NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE.

### **ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT**

I UNDERSTAND AND ACKNOWLEDGE that by signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Sponsors, its agents or team members, and other person or entities, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of Sponsors, its agents or team members, and all other persons or entities.

I understand and acknowledge that by signing this document, I have assumed responsibility and LEGAL LIABILITY from the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

### **PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS**

I UNDERSTAND AND ACKNOWLEDGE that no medical insurance benefits will be provided to me during this activity. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury, property damage or disablement I may incur while participating in this activity. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability.

I FURTHER ACKNOWLEDGE that the undersigned is in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the activity.

### **AGREEMENT**

I understand that this is the entire Agreement including the Acknowledgment of Risks and Release, including Photographic, First Aid Assistance and Code of Conduct between the undersigned and Sponsors.

**MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY, AND AGREE TO BE BOUND BY ITS TERMS.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (if under 18)

\_\_\_\_\_  
Date

**Witness of YMCA Staff or May be Notarized for Parent/Guardian Signature:**

\_\_\_\_\_  
YMCA Staff/Notary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# YMCA Wheel Park Emergency Information

Participant's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Birth \_\_\_\_\_  
Date: \_\_\_\_\_ Gender \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Address: \_\_\_\_\_ City / State / Zip: \_\_\_\_\_

Parent / Guardian

Name: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ (other than parent /  
guardian)

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

## YMCA CODE OF CONDUCT

The YMCA of Greater St. Paul and YMCA of Metropolitan Minneapolis are committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, we ask individuals to act appropriately at all times when they are in our facility or participating in our programs.

We expect persons using the YMCA to behave in a mature and responsible manner and to respect the rights and dignity of others. Our Code of Conduct does not permit language or action that can hurt or frighten another person or that falls below a generally accepted standard of conduct. Our Code of Conduct reflects our core values of caring, honesty, respect, and responsibility. Specifically, members/participants are not to engage in the following activities including:

- Inappropriate attire. Appropriate attire must be worn at all times.
- Angry or vulgar language including swearing, name-calling or shouting.
- Physical contact with another person in any angry or threatening way.
- Any demonstration of sexual activity or sexual contact with another person.
- Harassment or intimidation by words, gestures, body language or any other menacing behavior.
- Theft or behavior which results in the destruction of property.
- Carrying or concealing any weapons or devices or objects which may be used as weapons.
  
- Using or possessing illegal chemicals or alcohol on YMCA property, in YMCA vehicles, or at YMCA sponsored programs



- Any other conduct of an inappropriate, threatening or offensive nature.
- Loitering is not permitted in or outside the YMCA.
- The YMCA and its property is a smoke-free environment. Smoking is not permitted in or outside the YMCA or related facilities.

The YMCA Code of Conduct for members, guest, and team members does not permit carrying or concealing any weapons, devices or objects that may be used as weapons. The Code of Conduct is available on the YMCA website and is posted in all branches.

Members and guest are encouraged to be responsible for their personal comfort and safety and ask any person whose behavior threatens their comfort to refrain. If a member or guest feels uncomfortable in confronting the person directly, they should report the behavior to a staff person or the Building Supervisor on duty.