

**Read Carefully – This is a Release**

**RELEASE AND INDEMNITY AGREEMENT**  
**THE YMCA OF GREATER OKLAHOMA CITY**

Date of Stay at Camp Classen YMCA: \_\_\_\_\_

Name of Camper: \_\_\_\_\_ (the "Camper")

I hereby acknowledge that I am either the Camper named above or the parent or legal guardian of the Camper named above.

IN CONSIDERATION of the Camper being permitted to enter upon the property of The YMCA of Greater Oklahoma City at Camp Classen (the "Camp") for the purpose of attending the Camp or otherwise engaging in recreational activities at the Camp, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned, individually and on behalf of the Camper and the Camper's personal representatives, successors, heirs and next of kin, agrees to the following:

1. Inspection. The undersigned understands that there are many hidden or unknown risks associated with entering the Camp premises and participating in the Camp and therefore has inspected, or will cause to be inspected on the Camper's behalf, the immediate surroundings where the Camp will occur. The undersigned acknowledges and agrees that neither the YMCA of Greater Oklahoma City nor any of its employees, agents, members, managers, officers, subcontractors, representatives, subsidiaries, affiliates, assigns or successors-in-interest (the "YMCA Parties") has a duty to advise of any unsafe conditions at the Camp.

2. Assumption of Risks. The undersigned understands that the Camper's participation in the Camp may encompass a dangerous activity involving many inherent risks, hazards and dangers for all persons involved and that no amount of care, caution, instruction or expertise can eliminate such risks, hazards and dangers. It is further acknowledged that participation in the Camp may result in serious injury, death and/or property damage to the Camper, and therefore the undersigned, on behalf of the Camper, expressly and voluntarily assumes all risk of death or other personal injury (including permanent disability and paralysis) or property damage relating to or sustained while the Camper participates in the Camp whether or not caused by the negligence or fault of others, including, but not limited to, equipment malfunction from whatever cause, and/or negligent rescue operations, inadequate training, or any other fault of the YMCA Parties. The undersigned, on behalf of the Camper, expressly accepts personal responsibility for the damages following such injury, permanent disability or death suffered by the Camper. The Camper's participation in the Camp is purely voluntary, and the undersigned has agreed to allow the Camper to participate in the Camp in spite of the known and unknown risks. \_\_\_\_\_ (initial)

3. Health. Participation in the Camp requires good physical conditioning and a degree of skill and knowledge, and the undersigned hereby certifies that Camper has the conditioning, skill and knowledge necessary to safely participate in the Camp. It is acknowledged that the location of the Camp places the Camper at a substantial distance from medical treatment. Additionally, it is further acknowledged that the group of which the Camper is a party is solely responsible for providing the Camper with any needed first aid or medical treatment. \_\_\_\_\_ (initial)

4. Insurance. The undersigned hereby acknowledges that the Camp does not provide the Camper with any type of insurance coverage. Further, the undersigned hereby certifies that the Camper is currently covered under appropriate general liability and personal health insurance policies issued through a licensed medical carrier. \_\_\_\_\_ (initial)

5. Release from Liability. The undersigned, on behalf of myself and on behalf of the Camper and the Camper's personal representatives, successors, heirs and next of kin, hereby forever releases and discharges the YMCA Parties and any other persons associated with the Camp from any and all liabilities, claims, demands or causes of action that the Camper or I may hereafter have for injuries or damages suffered by the Camper relating to or arising out of the Camper's participation in or presence at the Camp. \_\_\_\_\_ (initial)

6. Rules of the Camp. The undersigned acknowledges and agrees that the Camper shall be bound by any and all rules and policies of the Camp as established by the Camp from time to time.

7. Covenant Not to Sue. The undersigned, on behalf of myself and on behalf of the Camper and the Camper's personal representatives, successors, heirs and next of kin, further agrees not to sue or make any demand or claim, or in any way aid in prosecuting any demand, claim or suit, against the YMCA Parties (or any of them) for any damages or injuries to the Camper's person or property, or other losses sustained, as a result of or relating to the Camper's participation in or presence at the Camp. \_\_\_\_\_ (initial)

8. Indemnification and Hold Harmless. The undersigned, on and behalf of myself and on behalf of the Camper and the Camper's personal representatives, successors, heirs and next of kin, also agrees to indemnify and hold the YMCA Parties harmless from all claims, judgments and costs including, but not limited to, attorney's fees, and to reimburse the YMCA Parties for any expenses whatsoever incurred in connection with any action brought as a result of or relating to the Camper's participation in or presence at the Camp. \_\_\_\_\_ (initial)

9. No Other Representations. There have been no representations, statements or inducements (whether oral or written) apart from the written agreement made herein. \_\_\_\_\_ (initial)

10. Rights to Images. The undersigned grants full permission to the YMCA Parties and the Camp to use, without further notification, authorization or compensation, any photographs, videotapes, recordings, or other record of the Camp in any and all media, whether now known or hereafter to become known, worldwide and in perpetuity, and represents and warrants that no further permission is required for the YMCA Parties and the Camp to use such photographs, etc. of the Camp as provided herein. \_\_\_\_\_ (initial)

**I HAVE READ THIS RELEASE AND INDEMNITY AGREEMENT (THIS "AGREEMENT") AND FULLY UNDERSTAND ITS TERMS. I HEREBY REPRESENT AND WARRANT THAT I HAVE FULL AUTHORITY, ON BEHALF OF THE CAMPER, TO EXECUTE THIS AGREEMENT WITH FULL KNOWLEDGE OF ALL FACTS AND CIRCUMSTANCES SURROUNDING THE CAMP. I FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS ON BEHALF OF MYSELF AND THE CAMPER BY SIGNING THIS AGREEMENT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME OR THE CAMPER, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE, ON BEHALF OF MYSELF AND ON BEHALF OF THE CAMPER AND THE CAMPER'S PERSONAL REPRESENTATIVES, SUCCESSORS, HEIRS AND NEXT OF KIN, OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, IT IS AGREED THAT THE BALANCE OF THIS AGREEMENT SHALL CONTINUE IN FULL LEGAL FORCE.**

\_\_\_\_\_  
Signature of Participant or Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Participant or Legal Guardian

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number