



Fencing Class Registration Form

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Name:	Height:
Address:	Weight:
City:	Gender (Circle One): Male Female
State/Zip:	Age:
Father (Guardian):	Mother (Guardian):
Phone 1:	Phone 2:
Work #:	Work #:
Email:	

THERE ARE NO REFUNDS/CREDITS ON REGISTRATION FEES.

Fencing Class:

- ◆ Ages 8 & up
- ◆ Space is limited to 24 per Class
- ◆ Tuesday Evenings: 6:15pm-8:50pm &
- ◆ Thursday Evenings: 7:00pm-8:50pm
- ◆ Fees are due before attending your first class.
- ◆ Fees cover the whole month of classes



University Students: \$75.00 per month (must show a student ID)
 YMCA Members: \$100.00 per month
 Community Members: \$150.00 per month

Office Use (Please Initial): Waiver Signed___ Form Complete___ Photo Release___



FOR YOUTH DEVELOPMENT[®]
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Member Name _____

**Prescott YMCA of Yavapai County
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for being permitted to utilize the facilities, services, and programs of the Prescott Young Mens Christian Association of Yavapai County (the"YMCA") for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, 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 YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs 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.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
2. 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 in, upon, or about the 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 of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the 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 expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, 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 the foregoing written agreement have been made.

I HAVE READ THIS RELEASE:

I HAVE READ THIS RELEASE:

Participant's signature Date

Parent's or guardian's signature Date
(if participant is legally a minor)

PHOTO / VIDEO RELEASE

While participating at the YMCA, the Prescott YMCA has permission to photograph or video me and or my family for publicity purposes.

Parent / Legal Guardian Signature

Date

RESPONSIBLE BEHAVIOR POLICY

I have received a copy of the James Family Prescott YMCA Responsible Behavior Policy.

Parent / Legal Guardian Signature

Date

**PRESCOTT YMCA OF YAVAPAI COUNTY
("YMCA")**

**CONFIDENTIALITY, RELEASE, WAIVER, and INDEMNITY
AGREEMENT**

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM BY OR AFFILIATED WITH THE YMCA, AT ANY LOCATION (SUCH ACTIONS COLLECTIVELY REFERRED TO HEREIN AS "PARTICIPATION" OR "PARTICIPATING"), I PERSONALLY, AND ON BEHALF OF MY FAMILY MEMBERS NAMED BELOW (COLLECTIVELY, "FAMILY"), HEREBY UNDERSTAND, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

- 1) Prior to Participation, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise YMCA staff of such condition(s) and will not, nor will I allow my Family, to use such facilities or equipment.
- 2) I and/or my Family may be engaging in activities that involve risk of serious personal injury, including permanent disability and death and severe social and economic losses, which may or may not result from the my/his/her own actions, inactions, or negligence or from the Participation. There may be risks not known to the YMCA or not reasonably foreseeable.
- 3) To assume all risks of Participating and specifically, **WAIVE, RELEASE, INDEMNIFY, DEFEND, and FOREVER DISCHARGE AND COVENANT NOT TO SUE** Prescott YMCA of Yavapai County and its officers, directors, employees, agents, representatives, affiliates and volunteers (hereinafter referred to as "Releasees") for, from and against any and all claims, demands causes of action, losses, costs, liability, damages, or expenses (including reasonable attorneys' fees) for any and all harm or anticipated harm including, but not limited to, personal injury, pain and suffering, loss of wages, loss of consortium, death or damage to

person or property and each and every action including, but not limited to, exposure or transmission of the COVID-19 virus (collectively, "Claims") by Participation associated with or at the Prescott YMCA of Yavapai County.

4) I will discuss my and/or a Family member's health concerns with a physician before Participating.

5) The YMCA and its Releasees reserve the right to decline to accept any person for Participation and may require a person to withdraw from Participation when such action is determined by the YMCA or its Releasees, in its sole discretion, to be in the best interests of the health, safety, and general welfare of the YMCA or other persons.

6) The YMCA conducts regular sex offender screenings on all members and guests and if determined that I or a member of my Family is a registered sex offender, Participation will be terminated immediately and neither I nor my Family shall have any recourse in this matter.

7) By Participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and form any liability for other claims, including loss of property, to the fullest extent of the law.

8) I have been informed and I have informed my Family as reasonably practicable, that personal, health, family, enrollment, usage and Participation information (the "Personal Information") that is obtained during the YMCA's programs, the use of the YMCA's facilities or equipment, or personal training session/assessment by fitness staff of the YMCA, will be treated as private and confidential and, except as expressly provided herein, will not be released or revealed to any person outside the YMCA fitness staff without my express written consent. Personal Information will not be shared with third parties for purposes of solicitation. Personal Information may be used for research and statistical purposes so long as the ultimate results of such research and statistical analysis does not identify me or my Family or provide facts that could lead to my or our identification. The Personal Information and any other non- Personal Information may be used by the YMCA fitness staff in the course of establishing a program of healthy living (including fitness training) and evaluating progress in the program. Personal Information that

is sought by a Court order or by Subpoena is expressly excluded from YMCA confidentiality requirements set forth above.

9) There are health risks and dangers associated Coronavirus, COVID-19. COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can, among other things, lead to severe illness, personal injury, permanent disability, and death. Participating in the YMCA programs or accessing YMCA facilities could increase the risk of contracting COVID-19.** The YMCA in no way represents or warrants that COVID-19 infection will not occur through Participation in YMCA programs or accessing YMCA facilities.

10) Any picture taken of me or my Family may be used for YMCA publicity purposes.

I further expressly agree that this CONFIDENTIALITY, RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and all-inclusive as is permitted by the law of the State of Arizona and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

My signature below is confirmation that I have read and fully understand and acknowledge the contents of the CONFIDENTIALITY, RELEASE, WAIVER AND INDEMNITY AGREEMENT. In exchange for participating in the Valley of the Sun YMCA events and/or at any of its facilities, I, for myself and on the behalf of my Family, agree that I am voluntarily waiving, releasing, indemnifying and discharging Prescott YMCA of Yavapai County and its Releasees for, from and against all Claims.

I represent that I have full authority to sign on behalf of my Family and that my signature binds each other person having authority to make decisions on behalf of them.

If you have any questions or concerns about this document, our policy, or any of the YMCA's programs or services, please contact 928-445-7221 prior to signing it.

Name

Date

Family Members - If under 18 years old, parents or legal guardians must sign below, individually and on behalf of such person.

Name

Date

Name/Parent/Guardian

Date

Name/Parent/Guardian

Date