

## BOYS & GIRLS CLUB OF ROCHESTER, INC.

## WAIVER RELEASE OF LIABILITY AND ASSUMPTION OF THE RISKS

## TO BE COMPLETED AND SIGNED BY EVERY PARENT/GUARDIAN & MEMBER.

In consideration of my participation in activities arranged for me by Boys & Girls Clubs of Rochester, Inc., I hereby release and covenant not to use Boy & Girls Clubs of Rochester, Inc., it owners, shareholders, directors, officers, employees, representatives, agents and lessees from any and all present and future claims resulting from ordinary negligence and inherent risk of my participation in any activities or arrangements and the use of the facilities and equipment of Boys & Girls Clubs of Rochester, Inc., including but not limited to my loss, injury, damage, or liability sustained by me while on or about the premises of the club.

I am full aware and understand that Boys & Girls Clubs of Rochester, Inc., does not have on or about the or premises, or employ or contract with any medical services, provisions for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

I agree that immediately prior to participating in any activity arranged for me by the Boys & Girls Clubs of Rochester, Inc., I will inspect the facilities and equipment to be used and if any defect is apparent I will not use the facility or equipment and I will notify the management of Boys & Girls Clubs of Rochester, Inc., of the defect.

I further agree that if I am not knowledgeable in the proper use of any Boys & Girls Clubs of Rochester., facilities or equipment, I will obtain proper instruction for the correct use of such facility or equipment for a qualified individual before I will use the facility or equipment.

I further agree to indemnify and hold harmless Boys & Girls Clubs of Rochester, Inc., its owners, shareholders, directors, officers, representatives, agents, and lessees for any and all claims arising from my involvement in or receiving instruction for activities incidental thereto – wherever, whenever, and however the claim may arise including but not limited to travel to and from the activity site and participation at remote sites.

I assume all foregoing risks and accept personal responsibility for any damages and loss following any loss of property, injury, permanent disability or death resulting thereon.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE WAIVER RELEASE AND ASSUMPTIONS OF RISK AND FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER, RELEASE AND ASSUMPTION OF RISK AND SIGN IT VOLUNTARILY.

Any person under the age of 18 years must have a parent or guardian co-sign this form.

| NAME: | (Member)          | SIGNATURE: | DATE: |
|-------|-------------------|------------|-------|
| NAME  |                   | GIONATUDE. | DATE  |
| NAME: | (Parent/Guardian) | SIGNATURE: | DATE: |