



YMCA OF ORANGE COUNTY

Family Guides (Program Registration)

Adult Name: _____ Email _____ Cell _____
 Address: _____ City/State/Zip Code _____ Cell _____
 Emergency Contact: _____ Relationship _____ Cell _____

Program Info:

Registration is open in May and continues throughout the year. Program fees include: membership in the YMCA Family Guides Program and access to events for Family Guides (event Fees are separate from the program registration fees)."

PARTICIPANT NAME	BIRTH DATE	GENDER	SCHOOL
Parent/Adult 1 Name \$100 Program Fee _____		<input type="checkbox"/> M <input type="checkbox"/> F	
Parent/Adult 1 Name \$100 Program Fee _____		<input type="checkbox"/> M <input type="checkbox"/> F	
Child 1 Name \$50 Program Fee _____		<input type="checkbox"/> M <input type="checkbox"/> F	
Child 2 Name \$50 Program Fee _____		<input type="checkbox"/> M <input type="checkbox"/> F	
Child 3 Name \$50 Program Fee _____		<input type="checkbox"/> M <input type="checkbox"/> F	

Branch Listings:

Laguna Niguel/Capistrano Beach Cities Family YMCA • (949) 495-9622 Main • (949) 495-6397 Fax | Mission Viejo Family YMCA • (949) 859-9622 Main • (949) 380-2447 Fax
 Newport-Mesa/Huntington Beach Family YMCA • (949) 642-9990 Main • (949) 645-3570 Fax | Fullerton/Yorba Linda-Placentia Family YMCA • (714) 879-9622 Main • (714) 879-2820 Fax

Method of Payment: Paid by Cash Check # _____ Visa MasterCard Am Express Discover

Card Number: _____

Expiration Date: _____

Name on Card: _____

Authorized Signature: _____

**YMCA OF ORANGE COUNTY ASSUMPTION OF RISK,
RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT**

Adult Member/Participant Name _____
(Please Print)

Adult Member/Participant Name _____
(Please Print)

Child(ren)Member(s)/Participant Name(s) _____
(Please Print)

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the YMCA of Orange County (the "YMCA") and/or for my children listed above to so participate for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that there is widespread, ongoing transmission of novel coronavirus ("COVID-19") worldwide, including throughout Orange County and Los Angeles County, California. In accordance with the most recent (as of the revision date set forth above) orders and recommended guidance and protocols issued by various governmental and public health agencies, including without limitation the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the Orange County Health Care Agency (OCHCA), the Los Angeles County Department of Public Health, and, with respect to the YMCA's child care facilities, services and programs, the California Department of Social Services (Community Care Licensing Division), for slowing the transmission of COVID-19 (collectively, "COVID-19 Risk Mitigation Guidance"), the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YMCA (other than any exclusively online services and programs) if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or

(ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the YMCA immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The YMCA has taken certain steps to implement COVID-19 Risk Mitigation Guidance for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above, enhanced cleaning and disinfecting protocols, and physical distancing measures. The COVID-19 pandemic is a challenging and fluid situation, and COVID-19 Risk Mitigation Guidance may change frequently. The undersigned acknowledges and agrees that the YMCA may revise its procedures at any time based on updated COVID-19 Risk Mitigation Guidance and further agrees to comply with the YMCA's revised procedures prior to utilizing the facilities, services, and programs of the YMCA. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the YMCA, social and physical distancing of 6 feet per person among participants (including children, caregivers and staff) is not possible.

The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the YMCA and acknowledges that use thereof by the undersigned and/or such participating children may, despite the YMCA's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FACILITIES OR PROGRAMS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any

person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned understands and agrees that the YMCA is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

The undersigned agrees and acknowledges that use of the YMCA facilities and services, and participation in the YMCA programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, 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 acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waives any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID -19 AT ANY YMCA FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

ZERO-TOLERANCE POLICY/ALCOHOL USE in YMCA FAMILY GUIDES PROGRAM

ALCOHOL BAN AND PENALTIES

Because of the demand for good campgrounds, the YMCA often reserves space and signs contracts for camps up to a year in advance. The majority of these camps does not allow alcohol on their premises and can exclude an entire YMCA if the ban is violated. To prevent one or more individuals from causing the YMCA to lose privileges for future campouts, a STRICT ALCOHOL BAN is mandated at all campouts and program events. The ban policy refers to the possession and/or consumption of all alcoholic beverages, on or off camp or event premises, while Y programs are in operation.

THE PENALTIES FOR ALCOHOL BAN VIOLATIONS will include any or all of the following (as determined by a special panel):

- 1.** Immediate removal of all alcoholic beverages.

2. Exclusion from future campouts and/or events for the violator and his or her child (ren).
3. Expulsion from the Family Guides Program for the violator and his or her child (children).

Help preserve the enjoyment for you, your child and everyone else: OBEY THE ALCOHOL BAN!

YMCA OF ORANGE COUNTY FAMILY GUIDES POLICIES

The YMCA Family Guides program is heavily based on traditions from the Adventure Guides Program that bring the sense of continuity, community, intrigue and magic to the program.

The program today centers on the following for both parent/guardian and child:

1. **To be clean in body and pure in heart.**
2. **To be friends forever with my dad/mom/son/daughter**
3. **To love the sacred circle of my family**
4. **To listen while others speak**
5. **To love my neighbor as myself**
6. **To respect the traditions and beliefs of all people**
7. **To seek and preserve the beauty of Our Creator's work in forest, field and stream**

RESPONSIBILITY

In joining the Family Guides program, I/We agree to uphold the aims of the program and place in high regard my responsibility as a parent/ guardian and as a role model for all youth in the program. I will supervise my child(ren) at all events, be respectful of all rules and regulations set forth for facilities used by our program, and at all times set an example consistent with the YMCA purpose and mission.

CODE OF BEHAVIOR

As a member of the YMCA Family Guides program, I agree to uphold the YMCA of Orange County Family Guides programs standards. I agree to not bring or consume alcoholic beverages or illegal drugs at any YMCA sponsored event. I understand that if I am found in

violation of this policy, I may be asked to leave the program immediately and forfeit any monies paid.

REFUNDS

Program fees are not refundable. Event Fees include all fees paid at the time of registration for a specific event. Some events have a clearly stated no refund policy. In all other situations the YMCA requires to be notified within 10 days of the start of the event to process a refund. Notification must be made to the Program Director by email, mail or phone call.

HEALTH STATEMENT

I/We hereby certify my children and I/We are in satisfactory health and capable of safe participation in the YMCA Family Guides programs. I/We assume all risks and hazards incidentals to the conduct of this program and for the transportation to and from activities. I/We hereby authorize the YMCA to obtain medical treatment for my child in the event that I/We cannot be reached. Additional, if I/ we do not accompany my child on an outing, I/We will send a written note of authorization of medical treatment with the guardian of my child. If my child has any known health problems/conditions or allergies the YMCA staff should know about, I/We will fill out a record of health form for the YMCA to keep on file.

My signature below indicates that I have received and will abide by the Family Guides policies, the Family Guides Alcohol Policy and I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Signature _____

Date _____





FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA PHOTO/AUDIO VISUAL/NARRATIVE RELEASE

I am 18 years of age or older and, if not, my parent or legal guardian has also provided their consent by signing below.

Consent & License. For my participation in activities to be conducted by the YMCA of Orange County or any of its chartered member associations in the United States (collectively "the Y"), and collaborating third parties, I consent, now and for all time, to the making, reproduction, editing, broadcasting or rebroadcasting of:

- video film or footage of me,
- sound track recordings of me
- photo reproductions of me
- any narrative account of my experience

My consent includes a perpetual license to the Y and collaborating third-parties for the use of the above materials for publication, display, sale or exhibition in promotions, advertising, education and commercial uses. Use includes reproductions in any form and media currently existing or later conceived, adaptations and/or revisions, throughout the world in perpetuity.

I understand and agree there may be no additional compensation for this license, and I will not make any claim for payment of any kind from the Y or collaborating third-parties. I may, or may not be, identified in such licensed uses; however, my name will not be used to endorse any particular products or services.

Ownership, Confidentiality, and Shared Use. With respect to any of the above uses, I further agree:

- All works shall belong to YMCA of Orange County;
- The Y has no duty of confidentiality regarding any licensed uses;
- YMCA of Orange County shall exclusively own all known or later existing rights to the uses throughout the world;
- The Y and collaborating third-parties may use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose without additional compensation to me.

Release from Liability. I agree that my consent is irrevocable. I hereby release and discharge The Y and collaborating third-parties, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, license grants, uses, or the shared uses of any works or materials referenced herein.

Signature: _____

Date: _____

Printed Name: _____

Age: _____

Address: _____

I am the parent or legal guardian of (child's name). I hereby consent and grant the licenses detailed in the foregoing on behalf of my minor child.

Signature of parent or legal guardian: _____

Printed name: _____