

## RELEASE AND WAIVER

Please read and agree:

Participant enters into this Release and Waiver, and Assumption of Risk, for Participant and for any and all of Participant's minor children who Participant permits to use the facilities, programs on the premises or off premises including any sponsored center event or virtual program including exercise programs, equipment, or materials provided by The Young Men's and Young Women's Hebrew Association (dba The 92<sup>nd</sup> Street Y or 92NY), as defined below, with or without supervision. In consideration of being permitted to enter upon, participate in and use the facilities, programs on the premises or off premises including any sponsored center event or virtual program including exercise programs, equipment, or materials of or offered by the 92nd Street Y, Active Wellness LLC, and each of their agents, owners, directors, officers, employees, partners, independent contractors, volunteers, and all other persons acting in any capacity on their behalf (collectively, the "Center Parties"), I, on behalf of myself, my guests, children, heirs, executors, administrators, successors and assigns, hereby: as defined below, with or without supervision.

- 1.** Acknowledge, understand and appreciate that my entry upon and/or use of the facilities, equipment, services and activities of or offered by the Center Parties entails significant risks, both known and unknown, including, without limitation, the possibility of physical or emotional injury, paralysis, death, other serious or catastrophic personal injuries, and loss or damage to personal property.
- 2.** Expressly agree and promise to accept and assume all of the risks, both known or unknown, that may arise as a result of my entry upon, participation in and use of the facilities, equipment, services and activities of or offered by the Center Parties, whether such risks are caused or alleged to be caused by the negligent acts or omissions of any the Center Parties. I hereby confirm that I am voluntarily entering upon, participating in and using the facilities, equipment, services and activities of or offered by the Center Parties, and that I am electing to take such voluntary actions in spite of the risks. I acknowledge and agree that I am solely responsible for my safety and responsible entry upon, participation in, and use of the facilities, equipment, services and activities of or offered by the Center Parties, whether or not supervised by any of the Center Parties.
- 3.** Expressly and voluntarily release and forever discharge each of the Center Parties from any and all claims, demands, causes of action or liability for any loss, damages, injuries or death that I may suffer as a result of my entry upon, participation in or use of the facilities, equipment, services or activities of or offered by the Center Parties, whether the same arises out of or results from any act, omission or conduct of one or more of the Center Parties, negligent or otherwise.
- 4.** Expressly agree to hold harmless, indemnify and defend each of the Center Parties (with attorneys of each of the Center Parties' choice) from any and all claims, demands, causes of

action, or liability for any loss, damages, injuries or death suffered by any other person in connection with my entry upon, participation in or use of the facilities, equipment, services or activities of or offered by the Center Parties, whether the same arises out of or results from any act, omission or conduct of one of more of the Center Parties, negligent or otherwise. The agreement by me to hold harmless, indemnify and defend the Center Parties is immediate upon the assertion of any claims, demands, causes of action or liability by any other person and is not contingent or dependent upon a finding that my actions caused the loss, damages, injuries or death claimed. The agreement by me to hold harmless, indemnify and defend the Center Parties includes all consequential damages incurred by the Center Parties, or which otherwise would be incurred by the Center Parties absent this agreement, including, but not limited to, all attorney's fees and costs, court and litigation costs, experts fees and costs, arbitrator fees and costs, mediator fees and costs, payment of any judgment, verdict, award or settlement on behalf of the Center Parties, and any other damages incurred by the Center Parties not included in the preceding list which arise as a direct or indirect consequence of the claims, demands, causes of action or liability asserted by any other person.

5. I expressly understand that 92NY has implemented strict and thorough protocols and procedures designed and intended to thwart the spread of the novel coronavirus (COVID-19), which have been described to me and which I agree, and agree to cause my child(ren), to follow, and I further understand and agree that, notwithstanding its efforts, as an institution open to the public 92NY cannot guarantee that it, or its other patrons, are entirely free from the coronavirus and thus there is an unavoidable risk of exposure to COVID-19 or other infectious diseases by entering into and/or use of the 92NY facilities, and transportation provided to and from them.

6. Assume responsibility for any loss, damage, or disappearance of personal property.

7. I give permission for my image to be used by the 92nd Street Y in promotional and media events.

8. Expressly agree that if a court of law finds any part of this agreement to be against public policy or in violation of any state statute or legal precedent, then the remainder of this document will remain in full force.

9. Expressly agree to comply with all safety guidelines, including but not limited to pandemic-specific protocols, such as, personal protective equipment, handwashing and other sanitation measures. Failure to do so may result in a loss of privileges or suspension of membership.

**I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE OR HOLD ANY OF THE CENTER PARTIES RESPONSIBLE FOR ANY INJURY WHICH I MAY SUFFER. I AM SIGNING THIS AGREEMENT OF MY OWN FREE**

**WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE  
OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Patron Signature:

Employee:

Date: