

CAMP RYLA – April 21-25, 2023

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in Camp RYLA activities, and for good and valuable consideration, I hereby agree to release and discharge any liability which may arise from such participation (1) the YMCA Greater Twin Cities; and (2) the Rotary Clubs of Rotary Districts 5960 and 5950, along with the owners, directors, officers, employees, agents, members, volunteers, participants and all other persons or entities acting for or on behalf of either organization (hereinafter collectively referred to as "Releasees"), on behalf of myself, my parents, siblings, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in RYLA/YMCA activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the actions of the Releasees. My participation in these activities is purely voluntary and we elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in these activities, or my use of their equipment or facilities. This release does not apply to claims arising from negligence or intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I or my family have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in these activities, or else I am willing to assume – and bear the costs – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where such injury incurred, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Student Signature

Date