



YMCA Camp Tockwogh
FACILITY USER/VISITOR AGREEMENT

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Name _____
Gender: _____ DOB Month: _____ Day _____ Year _____
Address _____
City _____ State _____ Zip Code _____
Home Phone _____ EMAIL _____

IN CASE OF EMERGENCY, PLEASE NOTIFY: Name _____
Phone _____ Relationship to participant _____

I agree to follow all rules and regulations at all YMCA of Delaware facilities including at Camp Tockwogh ("YMCA") while in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA of Delaware including Camp Tockwogh, and understand and agree that I may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations.

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE ALL YMCA OF DELAWARE FACILITIES INCLUDING CAMP TOCKWOGH, SERVICES AND PROGRAMS OF 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 of Delaware facilities including Camp Tockwogh, I HEREBY AGREE TO THE FOLLOWING:

1.I UNDERSTAND THAT ACTIVITIES AT YMCA OF DELAWARE FACILITIES INCLUDING CAMP TOCKWOGH OR ELSEWHERE, INCLUDING USE OF EQUIPMENT AND PARTICIPATION IN PROGRAMS, CAN INVOLVE MOVEMENT, STRAIN AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR LOSS, regardless of severity, that I or my minor child/ward may sustain from my or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA of Delaware including Camp Tockwogh, except for any injury, damage or loss that is caused solely by the YMCA's gross negligence.

2.I, FOR MYSELF, ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, HEREBY FULLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the YMCA, its operating centers, their respective officers, directors, Managers, Trustees, members, volunteers, employees, agents or representatives (the "Releasees") and each of them from any and all claims for injuries, damages or losses that I or my minor child/ward may have or which may accrue to me or my minor child/ward from my and/or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA of Delaware including Camp Tockwogh, except for any injury, damage or loss that is caused solely by the YMCA's gross negligence.

3.I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the YMCA and each of them from any loss, liability, damage or cost they may incur from my or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA of Delaware including Camp Tockwogh, except for any loss, liability, damage or cost that is caused solely by the YMCA's gross negligence.

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

THIS AGREEMENT APPLIES TO ALL PAST, PRESENT AND FUTURE VISITS AND USES BY ME TO ANY YMCA OF DELEWARE FACILITIES INCLUDING CAMP TOCKWOGH OR PROPERTY. I HAVE READ AND VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK, RELEASE, AND WAIVER, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT.
THIS AGREEMENT CONTAINS A WAIVER AND RELEASE.

SIGNATURE _____ DATE _____
(Participant's signature)

SIGNATURE _____ DATE _____
(in the case of a minor only: Parent's or Guardian's signature)

