YMCA of THE EAST BAY RELEASE AND WAIVER OF LIABLITY AND INDEMNITY AGREEMENT

Required for all Memberships, Programs and Events

Adult Dartiainant

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA of the East Bay, herein after referred to as the YMCA, (or for my children 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, regardless of location, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has , or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program or event. It is further warranted that such entry into the YMCA or other non-YMCA venue for observation or use of any facilities or equipment or participation in such affiliated program or event constitutes an acknowledgement that such premises and all facilities and equipment therein and such affiliated program or event have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned, and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMTED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM OR EVENT AFFILIATED WITH THE YMCA, REGARDLESS OF LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLWOWING:

- 1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN LISTED ON THIS WAIVER, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his or her personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in the death of the undersigned or such children, whether caused by the negligence of the releasees or otherwise while the undersigned or such children are in, upon or about the premises or any facilities or equipment therein or participating in any program or event affiliated with the YMCA, regardless of location.
- 2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program or event affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY LOSS OR DAMAGE to the undersigned or such children due to the negligence 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 therein or participating in any program or event affiliated with the YMCA, regardless of location.
- 4. THE UNDERSIGNED HEREBY GIVES PERMISSION for the YMCA of the East Bay, or any of its branches, to use any photographs or video footage taken of the undersigned and/or the undersigned's children participating in YMCA of the East Bay activities in future YMCA promotional materials, without additional release or authorization.
- 5. I authorize YMCA staff or their agents to administer First Aid, CPR or AED to myself or my authorized child named below in the event of an emergency. In the event I cannot be reached, or if I am unresponsive due to my own medical emergency, I authorize the YMCA to seek medical care for myself and children listed below and hereby give permission to the attending physician to order X-rays, routine tests and provide any other medically appropriate treatment.
- 6. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABLITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ AND UNDERSTAND THIS RELEASE.

Addit Fai ticipant		
Signature of Adult Participant	Print Name of Adult Participant	Date//
Signature of Addit Participant	Print Name of Adult Participant	
	– OR –	
If Participant is a Minor:		
		Date//
Signature of Parent/Guardian	Print Name of Parent/Guardian	
Print Name(s) of Child(ren) in Program:	The state of the s	
	the	FOR YOUTH DEVELOPMENT
	Sm	FOR HEALTHY LIVING

YMCA of the East Bay 2018 Health History and Emergency Contact Form

Return forms to YMCA Overnight Camps c/o 9900 Pescadero Road, Loma Mar, CA 94021, or fax to: 650-879-2101

Please complete one form for each camper. Make sure to thoroughly read and sign form!

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Camper is attending: Camp/Session(s):Date	te(s) Camper Age Birthdate//		
Camper's Gender Identity: Camper's Name: First	Last		
Camper's Legal Name, if different from above*: First			
(*required for emergency/insurance, will be kept confidential)	Ethnicity (optional)		
Address CitySt	tate Zip Hm. Phone		
Parent/Guardian 1 Name			
BirthdateEmail	BirthdateEmail		
Cell PhoneWk Phone	Cell PhoneWk Phone		
Employer/Occupation	Employer/Occupation		
REQUIRED EMERGENCY INFORMATION			
3 Authorized persons – NOT PARENTS - to be called in case of an	CHILD RELEASE AUTHORIZATION		
emergency, when parents cannot be reached	Persons AUTHORIZED to pick up child from the YMCA:		
Name Phone Relationship 1.	Name Phone Relationship		
2.			
3.			
INFORMATION REQUIRED BY STATE LAW	Persons NOT AUTHORIZED to pick up child from the YMCA:		
Health Insurance CoPolicy No	Name Phone Relationship		
Family Physician			
Address:Phone:			
Family Dentist			
Address:Phone:	Object to see the set of the set		
VACCINES (Approximate Immunization Dates)	Child in custody of (check one):		
· · · · ·	□ both parents □ mother □ father □ other:		
Tetanus:	Child lives with (check one):		
Other:	□ both parents □ mother □ father □ other:		
MEDICAL INFORMATION – Please check an			
Asthma Bedwetting Heart Problems Sleepwalking	Head lice (recent)Currently under Dr. care Other Conditions:		
Seizures/EpilepsyTuberculosis	Psychological Conditions		
Diabetes	Behavioral Conditions		
For each checked item, please indicate date and explanation.			
treatment, if any	•		
ALLERGIES & SPECIAL	NFFDS - Please check:		
Hay Fever/Seasonal Allergies Other Insects/Animals:	Other Drugs: Any other allergies?		
Poison Oak/Ivy Bee Stings Penicillin	Foods: Dietary Restrictions:		
Bee StingsPericinii Pericinii Asthma/Inhaler	roous Dietally Restrictions		
Is your child on any current medications to be continued at camp? _ We recommend not changing your child's medication habits w medications they take, being at camp is typically not the time	when sending them to camp. If there are regular		
Any reason to restrict full activity including swimming, long hikes, structures, please explain:			
NON-PRESCRIPTION MEDICATIONS I authorize the follow TylenolYesNo BenadrylYesNo Pepto IbuprofenYesNo Cough DropsYesNo Calam PARENT/GUARDIAN	BismolYesNo NeosporinYesNo ine/Caladryl LotionYesNo TechnuYesNo		
This health history is correct, so far as I know, and the person hereingive permission for persons/providers authorized by the YMCA of the permission to the physician selected by the YMCA to order X-Rays, revent I cannot be reached in an emergency, I hereby give permission proper treatment for, and to order injection and/or anesthesia and/ophotocopied for use away from the main program site. I authorize the as-needed basis.	h has permission to engage in all prescribed program activities. I e East Bay to transport my child in case of emergency. I give outine tests, and treatment for the health of my child, and in the n to the physician selected by the YMCA to hospitalize, secure or surgery for my child named above. This form may be		

__Date: ____

Parent/Guardian Signature REQUIRED: __

YMCA of the East Bay Overnight Camp Policies and Conditions of Enrollment

The YMCA of the East Bay emphasizes *caring*, *honesty*, *responsibility* and *respect* in the camp experience. To achieve this, the following are some of our conditions and policies. We ask parents and campers to indicate their understanding by signing this form where indicated below.

- The camper, their parents and relatives agree to abide by the rules and regulations set by Camp for the 1. health, safety and welfare of all the campers. All rules and policies are strictly enforced. Any criminal act(s) or failure to abide by Camp rules may result in immediate dismissal from camp with no refund.
- Campers are expected to use appropriate language, are not allowed to smoke or chew tobacco, or possess 2. any smoking materials, and may not use or possess alcoholic beverages, illegal or recreational drugs, weapons, or fireworks. Possession of these items is strictly forbidden and will result in camper needing to be picked up immediately.
- 3. All medications, drugs, vitamins, aspirin, cough syrup, etc. must be turned in to YMCA staff to be kept under the control of the Camp Health Supervisor.
- Electronic devices such as cell phones, tablets, video games, iPads/iPods are not permitted at Camp. Digital 4. Cameras are discouraged, disposable cameras with campers name written on them are recommended.
- 5. Campers are encouraged to develop friendships with all campers; however, exclusive relationships, excessive displays of affection, or any sexual behaviors are strictly prohibited at YMCA of the East Bay Overnight Camps.
- All personal belongings are to remain unlocked at camp. The Camp Directors reserve the right to look through 6. any camper's belongings if deemed necessary.
- During the camp session(s), if both parents or guardian leave their place of residence for more than 24 hours, 7. the administrative office* must be advised as to where they can be reached in case of an emergency and/or how an emergency contact can be reached at all times.
- 8. The YMCA is not responsible for articles of clothing or personal belongings lost or damaged.
- Racial and sexual harassment, or any other form of harassment, is not permitted while at Camp. 9.
- 10. Violence is not permitted and will not be tolerated.
- Campers are to remain in their cabins after "lights out". 12.
- There is no way to lock or secure belongings at camp. It is possible for items to come up missing. We 13. strongly encourage campers to leave anything of value at home.
- 14. The phone is off-limits to campers. No news is good news! If there are any problems with your child including injury, extreme homesickness, or behavior problems, we will call you right away. In case of family emergency, please contact the administrative office* and they will contact camp staff as soon as possible.
- 15. Parent/Guardian acknowledges by signature below that he or she has communicated this information to camper and any other adult responsible for the child.
- Parent/Guardian acknowledges by signature below that he or she is responsible to provide 16. immediate transportation home if the camper is unable to complete a session due to homesickness, illness, inappropriate behavior or violation of any of the Camp Policies.

We have read and mutually understand and agree to abide by the above listed policies. Camper's Name Parent/Guardian's Name Session(s) Camper's Signature Parent/Guardian's Signature Date Date *Administrative Offices: (650)879-2100 To Be Signed by Parent/Guardian

I voluntarily give the YMCA of the East Bay and its legal representatives and assigns, permission, without limitation or obligation, to use and publish quotes, photographs and video footage of me and my family members to promote YMCA programs. I understand these quotes, photographs & videos may be used in brochures, billboards, advertisements, marketing collateral, YMCA sponsored social media, and on the association's Website. I release the YMCA of the East Bay and its legal representatives and assigns from all claims and liability relating to these quotes, photographs and video footage.

Signature of Parent/Guardian Date

YMCA of the East Bay Overnight Camps Medication Form

		_			
Camper's Name		Gender Id	lentity	Age a	t camp
Camp: (check all that	apply)Loma	a MarRavencliff Ses	sion(s)		
This form is required if	you are sendin	g any medication with you	ır child (prescript	ion or over	r-the-counter)
your child's medicat medications they take,	ion habits whe	vise directed by your Phen sending them to came is not the time to try goin regular medication routing	p . In other word g without. The e	ds, if there	are regular
successiui ii your chiid	maintains their	regular medication routin	е, п аррпсавіе.		
time applies and note if a	another specific ti	ally distributed at breakfast, I me is necessary. Attach and	ther sheet if your o	hild takes m	nore medication.
Medication Name	Dosage (qty/form – i.e. 1 tab, 2 tsp.)	tainer in a sealed plastic but Time of Day, Frequency B=Breakfast, L=Lunch, D=Dinner, BT=Bedtime PRN=As needed	Length of Time Medication is Necessary (i.e. # of days)	Date of Prescrip- tion	Special Notes
1.					
2.					
3.					
4.					
Contact information for P	hvsician prescribi	ng any of the above medicati	ions:		
	-	Physiciar			
•		f the condition that requires t			
Trouse give a description	and symptoms of	tillo condition that rogan co	no orma to take m		
Possible adverse reaction	ns which staff sho	uld be aware of include:			
		nedication (cooperative, resis			
•	_			, 0.0.,	
Does your child require					
boes your crinic require		dical device:			
If you checked any of toMust carry it with him Description & use of devi	the above pleas n/her at camp _ ce(s):	e indicate: Will check it in upon arriva	l at camp	orescribed to * * All medica original cont * * Medication	n instructions must
Can your child self admin Please initial her	nister their epi-pe			natch the pr	rescription label.
child if needed. Description of allergy:					
		than above, please indicate or if needing to contact a doctor		alth insurance)
	n home for a ler	an acute chronic problem gthy period of time. Pleas is document.			
my knowledge. I request	that the above n	above listed child, certify tha amed child be assisted by au light Camps in compliance wi	thorized YMCA per	sonnel in tal	king the listed
Signature of custodial paren	t or quardian	Date Signed	(me Telephone	

Camper Information Sheet

This information will be given in confidence to your child's cabin leader. It is designed to help the staff get to know your child better and help ensure the best experience for your child. Please have your child complete the top section, then please complete the second section yourself, and return it <u>at least 2 weeks prior to the start of your child's session</u>. Return to: YMCA Overnight Camps, 9900 Pescadero Creek Rd., Loma Mar, CA 94021. Thank you!

Camper's Name: Ag	je:
Attending: check all that apply:Ravencliff Youth 1 (June 24-July 1Ravencliff Youth 2Loma Mar Youth 3 (July 15-22)Loma Mar Youth 4 (July 22-29)Loma Mary Youth 5 (July 29-Aug 5)Teen Camp at Loma Mar (July 8-15)	(July 1-8)
All About Me! - Section 1: For the CAMPER to Complete	
Dear Cabin Leader, My name is (first and last) I like to be called	
At camp I will be years old and in the Fall I am enteringgrade.	
When I am not in school I like to	·
My favorite things are (books, movies, colors, other)	
I am excited about camp this summer because	
I am a little nervous about	
I cannot wait to do this at camp	
I would like a cabin leader who is	
Section 2: For PARENTS to Complete: What do you especially hope your child gets out of camp this year?	
Has your child ever been away from home for an extended period before? Where? Ho	w long?
Are there any suggestions you have for your child's cabin leader to help ensure your an enjoyable time at camp?	· child has
Is your child prone to: □Bedwetting □Sleepwalking □Nightmares □Tires E □Nervousness □Constipation □Tantrums □Other	
If yes, please indicate how we can help your child avoid or deal with these situation please list any past conditions of which we should be aware.	ons. Also

Is there anything else you would like to tell your child's cabin leader?



WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT Camp Loma Mar Climbing Wall/Zipline

Assumption of Risk I understand that participation in the Climbing Wall/Zipline ("Recreational Activity") and the use of YMCA of the East Bay ("YMCA") facilities and equipment carries inherent risks and dangers that cannot be eliminated regardless of the care taken to avoid injury. The risks include but are not limited to falling off the climbing wall or zipline, rope abrasion, rope entanglement, injuries resulting from fallen climbers or dropped items, equipment failure of ropes, slings, bolts, chains, climbing hardware, anchor points, or failure of any part of the climbing wall structure or zipline structure. These risks may result in injuries that include, but are not limited to cuts, eye injuries, blindness, broken bones, concussions, joint or back injuries, paralysis, and death, as well as damage or loss of personal property. I also understand that these risks and dangers might arise for a variety of reasons, including, but not limited to, actions, inaction or negligence of other parties or the YMCA. I further understand that there may be other risks and dangers that are not known to me or reasonably foreseeable at this time. By my signature below, I acknowledge that participation in the Recreational Activity is voluntary and that I knowingly assume any and all risks, known and unknown.

Waiver and Release of Liability In consideration of being permitted to participate in the Recreational Activity, I, for myself, my spouse, my child(ren), my heirs, personal representative, next of kin, and assigns, voluntarily agree to release, waive, discharge, and covenant not to sue the YMCA and their officers, directors, agents, volunteers, and employees from any and all liabilities for any accident, illness, injury, death, wrongful death, or property damage/loss arising out of my participation in the Recreational Activity and/or use of the facilities and equipment (along with the use of transportation provided, arranged, or paid for by the YMCA, including such transportation for medical treatment), whether occurring on or off the Released Parties' property, and whether such accident, illness, injury, death, wrongful death, or property damage/loss is caused by the negligence of the Released Parties (excepting gross negligence) or otherwise.

Indemnity Agreement In consideration of being permitted to participate in the Recreational Activity, I voluntarily agree to indemnify and hold harmless the YMCA and their officers, directors, agents, volunteers, and employees from any and all claims, demands, liabilities, causes of action, costs and expenses (including attorneys' fees) brought as a result of my participation in the Recreational Activity and/or use of the YMCA's facilities and equipment (along with the use of transportation provided, arranged, or paid for by the YMCA, including such transportation for medical treatment), whether caused by the negligence of the YMCA (excepting gross negligence) or otherwise.

Severability I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

There is no specified minimum/maximum age for participants. Determination as to who can and cannot use the climbing wall and zipline will be made based on weight requirements of the harnesses and at the discretion of the staff and based on the requirement that the harness must fit participant securely.

Minor Participants If the Participant is under 18 years of age, the Participant's custodial parent or legal guardian must sign below, warranting that he or she is the Participant's custodial parent or legal guardian and agreeing to the terms and conditions of this Agreement on both his or her and the Participant's behalf. Parent or legal guardian acknowledges by their signature that they are giving up the same rights for the minor as they would be giving up if they signed this Agreement on their own behalf.

I have read this Agreement and understand that I am giving up substantial rights by signing this Agreement and do so voluntarily and intend my signature to be a complete release of any and all liability of the Released Parties to the greatest extent allowed by law. I also understand that this Agreement is legally binding on me and my child, spouse, heirs, personal representatives, assigns, and next of kin.

Participant's Name	Date of Birth	
Participant's Signature	Date	
Parent/Guardian's Signature (If Participant is a Minor)	Date	
Parent/Guardian's Printed Name		



Dear YMCA Parents,

We want to inform you that we are currently under citation from the California Department of Public Health because the water system at YMCA Camp Loma Mar violates a drinking water standard. This is not an emergency, but it is our duty to inform you (and all other current and future campers) of this fact. Maintaining strict water quality and purity standards in remote camp settings like Loma Mar is a constant challenge. We are working closely with the State of California to accomplish the necessary adjustments to meet the standards. In the meantime, we will be providing bottled water for all drinking and cooking needs at camp.

We have attached an official notice that explains the technical details regarding the water itself. We have also prepared the following answers to questions frequently asked by parents as they prepare to send their kids to our camp. If you have additional questions, we ask that you do not hesitate to contact Bria Cartwright, Executive Director of Camping Services at 925-667-2231.

The safety and health of your children while in our care is always our number one concern and so we are informing you now of the changes taking place with our drinking water at YMCA Camp Loma Mar.

Q: Why am I receiving this?

A: You are the parent of a current or future YMCA Camp Loma Mar camper. We want you to know that we received a citation from the California Public Health Department for violating a drinking water standard.

Q: Is the water my child consumes at camp dangerous?

A: No. In an abundance of caution, we will be providing bottled water for all drinking and cooking. The State does not require us to do this, they only require that we provide you notification. Because the health and safety of everyone at camps is of the utmost importance, we chose to purchase bottled water for all drinking and cooking while we make improvements to our water treatment system. We received the violation because there are too many disinfectant byproducts in the water. The byproducts happen when chemicals used to clean the water interact with organic and non-organic matter that are naturally in the water. In the case of our water, the byproducts are *total trihalomethanes and haloacetic acids*. Exposure to these chemicals for a short period of time, as in the case of campers who come for up to a few weeks – the risk of harm is not very likely. If enough of these byproducts are consumed over time (years), they could increase the risk of getting cancer. The notice attached gives more details about the water itself and our test results in 2012.

Q: What is being done to remedy the situation?

A: We are working with the State and an engineering firm to make improvements to meet the higher standards. This includes installing enhanced water treatment equipment and extensive staff training to operate and monitor it. We are currently in the process of equipment upgrades/improvements. The testing and reporting of the water quality levels by the State is ongoing and submitted quarterly.

Q: Do I need to send my child to camp with their own water?

A: No. The water is still okay to drink, especially for short periods of time; <u>but we will be providing bottled drinking water for all campers and all cooking</u>. The violation refers to drinking water only. All other water uses (like showering and swimming) are just fine.

Q: Will I be told when the standards have been met?

A: We will certainly communicate with parents once we have resolved the situation. In the interim, please feel free to call us at 925-667-2231 if you would like an update.

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Total Trihalomethanes (TTHM) and Halocetic Acid 5 (HAA5) MCL Violations at Camp Loma Mar.

Our water system recently violated a drinking water standard. Although this incident was not an emergency, as our customers, you have a right to know what happened and what we did (are doing) to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Average testing results from February 2012 to November 2012 show that our system exceeded the maximum contaminant level (MCL) for TTHM and HAA5 in the third and fourth quarters of 2012. The MCL for TTHM is 0.080 mg/L, while the MCL for HAA5 is 0.060 mg/L. It is determined by calculating the running annual average (RAA) of quarterly averages covering any consecutive four-quarter period at a location in the distribution system representing maximum residence time. In the third quarter of 2012, the RAA TTHM and HAA5 concentrations, collected from our designated monitoring location, were 0.105 mg/L and 0.096 mg/L, respectively. In the fourth quarter of 2012, the RAA TTHM and HAA5 concentrations, collected from our designated monitoring location, were 0.147 mg/L and 0.111 mg/L, respectively. Over the past 70 months, February 2012 to December 2017 we continue to test our water system. Our latest samples were collected on 12-6-17. The TTHM level was 0.103 mg/l and the HAA5 level was 0.057 mg/l.

What should I do?

- There is nothing you need to do. You do not need to boil your water or take other corrective
 actions. If a situation arises where the water is no longer safe to drink, you will be notified
 within 24 hours.
- If you have a severely compromised immune system, have an infant, are pregnant, or are elderly, you may be at increased risk and should seek advice from your health care providers about drinking this water.

What does this mean?

This is not an emergency. If it had been an emergency, you would have been notified within 24 hours.

The California Department of Public Health (CDPH) sets drinking water maximum contaminant levels and requires the disinfection of drinking water. However, when used in the treatment of drinking water, disinfectants react with naturally-occurring organic and inorganic matter present in water to form chemicals called disinfection byproducts (DBPs). CDPH has determined that a number of DBPs are a health concern at certain levels of exposure. Some people who drink water containing total Trihalomethanes and Halocetic acids in excess of the respective MCLs over many years may have an increased risk of getting cancer.

What is being done? -

We are working to lower the TTHM's and HAA5's in our drinking water by taking numerous steps to improve our water source, filtration process and delivery system. We have contracted with an engineering firm to help us design and construct a new water treatment plant. We are also in the process of replacing and expanding many of the components of the drinking water distribution system.

For more Information, please contact Don Rea 650-879-0223 or Mike Mathiasen 650-270-1825.

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly. You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by Camp Loma Mar, State Water System ID#: 4100529. Date distributed: 1-22-18