



# YMCA CAMP LOMA MAR

## 2020 SUMMER FAMILY CAMP REGISTRATION

Primary Adult's Name: First \_\_\_\_\_ Last \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ E-mail Address \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_ Emergency Contact \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**Additional Family members attending family camp** (please list all, whether reserving cabin or individual, use back if needed):

Name and age of additional family members \_\_\_\_\_

List any known allergies and/or health conditions that may need accommodations while on site: \_\_\_\_\_

# of family members	SELECT Your Preferred Date	COST per person		Total Fees <small># Participants X Cost/Person</small>
	<b>July 10-12</b>	\$150		
	<b>July 17-19</b>	\$150		
	<b>July 24-26</b>	\$150		
	<b>July 31-August 2</b>	\$150		
	<b>August 7-9</b>	\$150		
	Tax Deductible Donation			
	<b>Balance Due one week prior to camp</b>			

**PAYMENT/REFUND POLICY**

A \$100/per family non-refundable deposit will be kept for last minute cancelations. Incomplete registration forms will not be processed. Full refunds will be given should camp be closed due to do unforeseen circumstances.

x \_\_\_\_\_  
 "I understand & agree w/ the payment/refund policy." Parent/Guardian Signature Required

**PAYMENT INFORMATION**

We accept checks, money orders, and credit/debit cards. (Visa | MC | Discover | Amex)

PAY NON-REFUNDABLE DEPOSIT ONLY       PAY FULL BALANCE OF FEES

CC# \_\_\_\_\_ Exp. Date \_\_\_\_/\_\_\_\_

Cardholder \_\_\_\_\_ Billing Zip \_\_\_\_\_

**Photographic Waiver/Consent**

I give my permission to the YMCA of the East Bay to use my picture or other likeness, or a picture of other likeness of any of my children in the YMCA's general publicity and campaign materials.



**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



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FOR SOCIAL RESPONSIBILITY

## MEMBER/CHILDREN RELEASE and WAIVER of LIABILITY and INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of 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, 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. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program 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 LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
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 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 DAMAGE to the undersigned or such children due to 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 thereon or participating in any program affiliated with the YMCA.

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 LIABILITY 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 DOCUMENT AND RELEASE

Date: \_\_\_\_\_

Signature of Applicant/Parent: \_\_\_\_\_

Signature of other Adult: \_\_\_\_\_

Name of Child in Program: \_\_\_\_\_

Name of Child in Program: \_\_\_\_\_

Name of Child in Program: \_\_\_\_\_

Name of Child in Program: \_\_\_\_\_