



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

2019 PEAKS TO PORTLAND SWIM TO BENEFIT KIDS WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in or volunteering for the YMCA of Southern Maine 2018 Peaks to Portland Swim to Benefit Kids (the "Event"), and as consideration for the right to participate in or volunteer for the Event, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive all rights, claims or causes of action of any kind whatsoever arising out of my participation in or volunteering for the Event, and do hereby release and forever discharge the Event, YMCA of Southern Maine, all sponsors, their directors, officers, employees, agents, volunteers, representatives, and successors and assigns, from all such rights, claims or causes of action that I may have, now or in the future, including without limitation, any for any physical or psychological injury, illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a result of my participation in or volunteering for the aforementioned Event, including traveling to and from the Event.

I AM PARTICIPATING IN OR VOLUNTEERING FOR THE EVENT ENTIRELY AT MY OWN RISK. I ACKNOWLEDGE THAT THIS IS A LEGALLY BINDING AGREEMENT AND THAT I AM GIVING UP ANY RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE HOWEVER CAUSED ARISING OUT OF MY PARTICIPATION IN OR VOLUNTEERING FOR THE EVENT.

I understand that participating in or volunteering for the Event is a potentially hazardous activity. I hereby certify that I am medically able and properly trained to do so. I agree to abide by any decision of an event official relative to my ability to safely participate in or volunteer for the Event. I assume all risk associated with the Event including, but not limited to, contact with other participants or kayakers, or any other effects of the Event, all such risks of the Event and any pre and post activities being known and appreciated by me.

Having read this waiver and knowing these facts, I for myself and anyone entitled to act on my behalf, agree to indemnify and hold harmless the Event, YMCA of Southern Maine, all sponsors, their directors, officers, employees, agents, volunteers, representatives and successors against any and all claims, suits, or actions of any kind whatsoever for liabilities, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs arising out of my participation in or volunteering for this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

EVENT RELEASES

I grant to Event and its sponsors, licensees the exclusive right to the use of my name, my voice, and/or my picture in any broadcast, telecast, advertising, promotion or other account of this event without payment or other consideration. I agree to abide by all instructions, rules and guidelines of the Event and not to cover, alter or reproduce my entrant number in

any way. I understand that failure to abide by instructions, rules, or guidelines may result in my disqualification from this and future Events.

Authority to Register and/or to Act as Agent. I represent and warrant to YMCA of Southern Maine and DonorDrive that I have full legal authority to complete this event registration, including full authority to make use of the credit or debit card to which registration fees will be charged. In addition, if registering third parties, I represent and warrant that I have been duly authorized to act as agent on behalf of such parties in performing this event registration. By proceeding with this event registration, I agree that the terms of this Agreement shall apply equally to myself and to any third parties for whom I am acting as agent. I represent and warrant that, in compliance with COPPA, I am sixteen (16) years of age or older and the person I am registering is sixteen (16) years of age or older.

Photo Policy. I hereby grant the YMCA of Southern Maine (YMCA), and collaborating third parties permission to use my likeness to make, reproduce, edit, broadcast or rebroadcast: video film or footage; sound track recordings; photo reproductions; any narrative account of the Event. My consent gives permission to use the above materials without payment or other consideration for publication, display, sale or exhibition in promotions, advertising, education and legitimate business uses. Use includes reproductions in any form and media, adaptations and/or revisions. I waive any right to royalties or other compensation arising from or related to the use of my likeness. I hereby hold harmless, release and forever discharge the YMCA and their related parties from any and all claims, causes of action, lawsuits or demands which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

Name: _____ Date: _____

Signature: _____