

T. Boone Pickens YMCA – 2019 Adult Men’s Basketball League Individual Waiver

YMCA OF METROPOLITAN DALLAS AUTHORIZATIONS, RELEASE AND WAIVER OF LIABILITY GUEST CARD AND PAPER REGISTRATION USE

YMCA POLICIES

The undersigned on behalf of himself/herself, and his/her minor children (hereinafter collectively and individually referred to as the "Releasers") in consideration for me and my minor child(ren) being allowed access to YMCA of Metropolitan Dallas ("YMCA") properties and programs; I acknowledge and agree that I and my minor child(ren) will abide by all posted and communicated YMCA rules and policies. https://www.ymcadallas.org/membership/membership_policies/

MEDICAL TREATMENT AND TRANSPORTATION AUTHORIZATION

In the event of any emergency requiring medical care, the Y is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances. I understand accident insurance is not included in YMCA fees. Should I or my child(ren) require medical treatment, medication, or hospital care; I shall solely bear the expenses. I grant permission for myself and my child(ren) to be transported in an authorized YMCA vehicle if applicable to the specific program/event in which I/my child is registered or in the event of an emergency.

PHOTO/VIDEO/MEDIA AUTHORIZATION AND RELEASE

I grant permission for the YMCA to use my and my minor child(ren)'s likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of the YMCA and will not be returned. I hereby hold harmless, release, and forever discharge the YMCA from all claims, demands, and causes of action 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.

WAIVER OF LIABILITY

The YMCA of Metropolitan Dallas, the National Council of Young Men’s Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, its branches, officers, directors, trustees, managers, employees, volunteer staff and agents (collectively and individually hereinafter referred to as the "YMCA").

The undersigned on behalf of himself/herself, and his/her minor children (hereinafter collectively and individually referred to as the "Releasers") acknowledges that Releasers may participate in activities involving risk of injury to person or property, and that they assume all responsibility for all such risk. Other than as set forth below, the undersigned certifies that each of the Releasers is in good health with no condition, illness or abnormality which might subject them to undue personal risk from engaging in such activities. In the event of any emergency requiring medical care, the Y is hereby authorized to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances.

Furthermore, to the extent permitted by law, the undersigned on behalf of the Releasers hereby specifically releases, waives, discharges and covenants not to sue the Y with respect to any or all liability to the Releasers, their heirs, personal representatives and assigns for any loss or damage, and any claim or demand therefore, on account of injury to person or property, including death, regardless of cause or of the sole, joint, comparative or concurrent negligence of the Y, its officers, agents or employees, unless caused by the gross negligence or willful misconduct of the Y or its employees while Releasers are in, on or about any premises of the Y or using any of the Y's facilities or equipment or participating in any program affiliated with the Y, without regard to location.

The undersigned expressly agrees that the foregoing Waiver of Liability is intended to be as broad and inclusive as is permitted by the law of Texas and that if any portion thereof is held invalid, the undersigned agrees that the balance shall; notwithstanding, continue in full force and effect. The undersigned understands that the Y has the right to dismiss any person whose actions or attitude are deemed detrimental to the Y and/or other participants, with all fees forfeited.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY, AND FURTHER AGREES THAT NO REPRESENTATIONS OR STATEMENTS OTHER THAN THOSE SET FORTH HEREIN HAVE BEEN MADE.

BY MY SIGNATURE BELOW I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE FOREGOING BEHAVIOR POLICY STATEMENT, CHILD ABUSE INFORMATION, PARENTAL PERMISSIONS, ACKNOWLEDGEMENTS, HIGH RISK ASSUMPTION OF RISKS, PHOTO/VIDEO RELEASE AND LIABILITY RELEASE, UNDERSTAND THE CONTENTS OF EACH SECTION AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I MIGHT OTHERWISE HAVE.

Player Full Name* _____ Birthdate* _____ Gender: M or F

Address* _____ City, State, Zip* _____

Phone #* _____ Email* _____

Team Name* _____ Team Captain’s Name* _____

Player Signature* _____ Date* _____