

**YMCA OF THE PINES
WAIVER OF LIABILITY
(Outdoor Center)**

YMCA Camp Ockanickon, Inc., d/b/a YMCA of the Pines ("YMCA of the Pines") is a non-profit corporation, organized exclusively for charitable and educational purposes. YMCA of the Pines endeavors to conduct safe and enjoyable programs and activities that are designed to further the educational, motivational and charitable objectives of the YMCA.

The following information is important for your safety and the safety and protection of your child. Please read this information and sign below.

I, the undersigned on his or her own behalf and on behalf of the participating minor(s) listed below (the "Participant(s)") desires to participate in (or have the Participants participate in) program offerings at YMCA of the Pines. In connection with participation in the YMCA of the Pines program for which the Participant(s) have been registered ("registered program"), I knowingly and voluntarily sign this Waiver of Liability in favor of YMCA of the Pines, and its directors, officers, employees, agents, successors, and assigns, this includes, but is not limited to, each youth camp operator, youth camp health director, trained designee, professionally qualified health care provider, physician, pharmacist, or any other personnel (collectively, the "YMCA Personnel").

I understand that participation in the registered program at YMCA of the Pines will involve outdoor activities that may be strenuous and physically demanding, and there is a risk of serious injury. While YMCA of the Pines and the YMCA Personnel intend to make appropriate effort to ensure that all applicable safety precautions are taken, I understand that the Participant's participation in the registered program will inevitably involve inherent risks and hazards, for which YMCA of the Pines and the YMCA Personnel cannot be held responsible. I expressly assume the risk of injury or harm related to the Participant(s)' participation in the registered program at YMCA of the Pines.

I, the undersigned on his or her own behalf and on behalf of the Participant(s), release and forever discharge YMCA of the Pines from all liability, claims, demands, of whatever nature, either in law or in equity, which arise or may hereafter arise from my or the Participant(s) participation in the registered program at YMCA of the Pines. This expressly includes, but is not limited to, claims relating to bodily injury, personal injury, illness, death, or property damage, aggravation of a pre-existing condition, among other claims.

I, the undersigned on his or her own behalf and on behalf of the Participant(s), release and forever discharge YMCA of the Pines and the YMCA Personnel from all liability, claims and demands, of whatever nature, either in law or in equity, which arise or may hereafter arise from any first-aid treatment or other medical services rendered in connection with, or as a result of, my participation in the registered program at YMCA of the Pines. Nothing herein shall be construed as waiving any rights, benefits, or entitlements any employees or agents of YMCA of the Pines may have pursuant to the New Jersey Good Samaritan Act, *N.J.S.A. 2A:62A-1*. I further understand that YMCA Personnel shall not be subject to civil or criminal liability, or professional disciplinary action, for any act or omission - including the prescription, distribution, or administration of epinephrine - which is undertaken in good faith thereby, in accordance with the provisions of the New Jersey Youth Camp Safety Act, *N.J.S.A. §§ 26:12-1, et. seq.*

I represent that I know of no legal, physical or health reason why I or the Participant(s) cannot fully participate in the registered program. By signing this waiver, I am stating that I (or the Participants) am/are physically and psychologically fit and prepared for the registered program, and if at any time I have any doubts as to whether this is true, I agree to stop participating in or have the Participant stop participating in, as applicable, the registered program immediately and inform the Chief Operating Officer or other officer of YMCA of the Pines. YMCA of the Pines is committed to providing access and reasonable accommodations for individuals with disabilities. If you

think you may need an accommodation to participate in the registered program, please contact Greg Keresztury, Chief Operating Officer, at 609-654-8225.

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I, the undersigned on his or her own behalf and on behalf of the Participant(s), waive and expressly grant YMCA of the Pines full rights to copyright, exhibit, and publish in any medium including but not limited to editorial, illustration, promotion, advertising, Internet, or trade all photographic images and video or audio recordings taken by YMCA of the Pines, the YMCA Person and agents of me and the Participants while participating in the registered program. I agree to receive marketing information via email about YMCA of the Pines programs, including the specific program for which I and/or the Participants are registered.

I understand that nothing in this Waiver of Liability shall be construed as waiving any of YMCA of the Pines' or the YMCA Personnel's rights, benefits, or entitlements pursuant to the New Jersey Charitable Immunity Act, *N.J.S.A. 2A:53A-7*.

I understand that this Waiver of Liability is intended to be as broad and inclusive as permissible by the laws of the State of New Jersey. I also understand that this Waiver of Liability shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

By signing this Waiver of Liability, I certify that I am 18 years of age or older, and that I am the legal guardian and/or parent of the minor Participant(s) intending to participate in the registered program, with authority to complete this Waiver of Liability on said minor's behalf. If I am signing for a minor, all waivers, releases, assumptions of risk, terms of agreement, representations, acknowledgments and certifications apply equally to such minor(s).

By signing this Waiver of Liability on behalf of the Participant(s), I expressly give permission for such minor(s) to be transported for approved program activities.

Name of Participant(s):

(Please Print)

(Please Print)

(Please Print)

(Please Print)

Signature (Parent/Guardian if under 18) Date

Name of Parent/Guardian (if under 18) Email Address

Street Address Phone Number