

**JUSTIN WYNN FUND: ASSUMPTION OF RISK AND WAIVER FORM**  
**ATTENDING CAMP DUNCAN, AUGUST 11-13, 2017**

Participant's Name \_\_\_\_\_ Age \_\_\_\_\_

IF THE PARTICIPANT IS UNDER THE AGE OF 18, PARENT OR LEGAL GUARDIAN MUST SIGN THIS FORM. IF PARTICIPANT IS 18 YEARS OLD OR OLDER, PARTICIPANT MUST SIGN THIS FORM.

I certify that I am aware that the participant is taking certain risks by attending Camp Duncan with the Justin Wynn Fund (JWF)/Justin Wynn Leadership Academy (JWLA). Activities at camp will include leadership activities as well as indoor and outdoor sports activities and games. I understand that during participation in these activities one may be exposed to physically and psychologically stressful and challenging situations including, but not limited to, risks and dangers inherent in the activity itself, exposure to forces of nature, motor vehicle travel and possible accident or illness.

I understand that, although JWF has taken precautions to provide proper organization, supervision, instruction, and equipment for each activity, it is impossible for JWF to guarantee absolute safety. I understand that I share responsibility for the safety of the participant and assume that responsibility. The participant agrees to comply with all instructions and directions of the responsible JWF staff persons or designated adult chaperones during his/her participation.

I hereby assume all risks and dangers for any injuries, including death, that may be sustained by participant, and will indemnify, hold harmless, assume liability for, and defend JWF and its directors, officers, advisors, agents, contractors and employees, and all persons connected therewith (JWF parties), from all actions, causes of action, suits, and any claims, demands, liabilities, costs and expenses whatsoever, both in law and equity, including, but not limited to, attorney's fees, reasonable investigative, discovery and court costs, and any other sums which the JWF Parties may pay or become obligated to pay for injury including death to persons or damage to property resulting from participant's activities or use of the premises where the activities take place, or from participant's actions or omissions, and arising from any cause, including motor vehicles, except for matters caused by the exclusive negligence or willful misconduct of JWF or JWF Parties while acting within the scope of their relationship to JWF.

The terms hereof shall be binding on my and the participant's executors, heirs, administrators, and assignees, and shall serve as an assumption of risk and general release for the participant while participating in all camp activities and related travel.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Relationship to Participant \_\_\_\_\_ Date \_\_\_\_\_

**YMCA OF METROPOLITAN CHICAGO  
FACILITY USER/VISITOR AGREEMENT**

Date \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Age \_\_\_\_\_ Sex \_\_\_\_\_ Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

E-mail \_\_\_\_\_

IN CASE OF EMERGENCY, PLEASE NOTIFY:

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Phone Number \_\_\_\_\_

I agree to follow all rules and regulations of the YMCA of Metropolitan Chicago ("YMCA") while in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, and understand and agree that I may be expelled at any time, with no refund of any monies paid, for failure to abide by such rules and regulations.

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE THE FACILITIES, SERVICES AND PROGRAMS OF THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA WITHOUT RESPECT AS TO LOCATION, I HEREBY AGREE TO THE FOLLOWING:

1. I UNDERSTAND THAT ACTIVITIES AT THE FACILITY OR ELSEWHERE, INCLUDING USE OF EQUIPMENT AND PARTICIPATION IN PROGRAMS, CAN INVOLVE MOVEMENT, STRAIN AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR LOSS, regardless of severity, that I or my minor child/ward may sustain from my or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, except for any injury, damage or loss that is caused solely by the YMCA's gross negligence.

2. I, FOR MYSELF, ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN, HEREBY FULLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the YMCA of Metropolitan Chicago, its operating centers, their respective officers, directors, Board of Managers, Trustees, members, volunteers, employees or agents (the "Releasees") and each of them from any and all claims for injuries, damages or loss that I or my minor child/ward may have or which may accrue to me or my minor child/ward from my and/or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, except for any injury, damage or loss that is caused solely by the YMCA's gross negligence.

3. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them from any loss, liability, damage or cost they may incur from my or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with the YMCA without respect as to location, except for any loss, liability, damage or cost that is caused solely by the YMCA's gross negligence.

I further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THIS AGREEMENT APPLIES TO ALL PAST, PRESENT AND FUTURE VISITS AND USES BY ME TO ANY YMCA FACILITY OR PROPERTY.

I HAVE READ AND VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT. THIS AGREEMENT CONTAINS  
A WAIVER AND RELEASE.**

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Participant's signature)

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(in the case of a minor only: Parent's or Guardian's signature)