

Release and Waiver of Liability

As a participant in the Cardiac Rehab Maintenance Program (CRMP), I understand that certain activities
may include the risk of bodily injury, personal injury, illness, death, or property damage to you or
others. By signing this Release and Waiver of Liability ("Release"), you hereby freely, voluntarily, and
without duress agree to the following terms:

- 1. Release and Waiver. You hereby release and forever discharge and hold harmless the National Council of Young Men's Christian Associations of the United States of America, an Illinois non-for-profit corporation, and an organization exempt from federal taxation under section 501(c)(3) of the Internal Revenue Code ("YMCA of the USA") and its chartered member associations in the United States ("YMCAs") and their respective successors and assigns (collectively "Released Parties") from all liability, claims and demands of whatever kind, either in law or equity, that arise or may hereafter arise from your participation in CRMP with the Released Parties. You understand that this Release discharges the Released Parties from any liability or claim that you may have against the Released Parties with respect to any bodily injury, personal injury, illness, death or property damage from your participation in CRMP, whether caused by the negligence of the Released Parties or their respective officers, directors, employees or agents. You also understand that the Released Parties do not assume any responsibility for or obligation to provide financial assistance or other assistance, including, but not limited to medical, health or disability insurance in the event of injury or illness.
- <u>2. Medical Treatment.</u> You hereby release and forever discharge the Released Parties from any claims which arise of may hereafter arise on account of any first aid, treatment, or service rendered to you in connection with your participation in CRMP with the Released Parties.
- 3. Assumption of Risk. You understand that participation in CRMP may involve activities, projects or work that, while in furtherance of the charitable work directed to healthy living performed by the Released Parties, may create a risk of bodily injury, personal injury, illness, death, or property damage to yourself or others. You hereby expressly assume the risk of injury or harm during your participation in CRMP activities, and release the Released Parties from all liability for injury, illness death or property damage resulting from your participation and your transportation thereto.
- <u>4. Insurance.</u> You understand that, except as otherwise agreed to by the Released Parties in writing, the Released Parties do not carry or maintain health, medical, or disability insurance coverage for CRMP participants. You are expected and encouraged to obtain your own medical or health insurance coverage.
- <u>5. Scope</u> and <u>Severability</u> of <u>Release</u>. I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the state where I participate in CRMP and that this release shall be governed by and interpreted in accordance with the laws of that state. I also agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

In Witness Whereof, I, or my legal guardian in the event I am under the age of 18, has executed this Release as of the date below.

Signature	Date