



FOR YOUTH DEVELOPMENT™
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

三藩市青年會(YMCA)會員申請表
免除與放棄責任及賠償同意書

考慮到下文簽署者和/或參與孩童欲獲准使用三藩市基督教青年會(YMCA)的設施、服務和活動，因任何原因，包括但不限於參觀或使用設施或器材，或參與任何YMCA會址外的相關活動，下文簽署者以本人名義，並代表該參與孩童、任何個人代表、繼承人和近親屬，特此承認、同意和代表當他/她一旦進入會址範圍或參與活動時，將查看和細心考慮使用該場地和設施或相關活動。下文簽署者再此保證當進入YMCA參觀或使用任何設施或器材或參與相關活動時，確認該場地及其所有設施和器材和相關活動經已查看和細心考慮，並認同和接受上述事物皆為安全和合適於下文簽署者和該孩童作參觀、使用或參與用途。

再此考慮到欲獲准進入YMCA因任何原因，包括但不限於參觀或使用設施或器材，或參與任何YMCA會址外的相關活動，下文簽署者特此同意下列事項：

1. 下文簽署者以本人名義，並代表該孩童，特此免除、放棄、撤消和協定不起訴YMCA、其董事、主管、僱員及代理人(以下統稱“被免責人”)對下文簽署者或該孩童和所有個人代表、委託人、繼承人和近親屬的任何損失或損害之所有責任，及免除和放棄任何索賠或要求關於下文簽署者或該孩童的人身或財物受損或導致死亡，無論是否由於被免責人的疏忽，或當下文簽署者或該孩童在本會場地及鄰近或其任何設施或器材，或參與任何YMCA的相關活動。
2. 下文簽署者特此同意保障和保護和不傷害所有被免責人，使其無需負擔因下文簽署者或該孩童在YMCA場地及鄰近或以任何方式參觀YMCA或使用其任何設施或器材，或參與任何YMCA的相關活動所導致的任何損失、責任、損害或費用，無論是否由於被免責人的疏忽。
3. 下文簽署者特此承擔其本人或該孩童全部責任和肢體受傷、死亡或財物受損的風險，包括在YMCA場地及鄰近和/或使用其場地或任何設施或器材，或參與任何YMCA的相關活動，無論是否由於被免責人的疏忽。
4. 下文簽署者特此授權三藩市YMCA或其任何支部，使用任何下文簽署者和/或該孩童在參與本會活動時的攝錄照片和影像作將來YMCA推廣用途，無需再作額外豁免或授權。

下文簽署者再此表示同意上述的免除與放棄責任及賠償同意書在盡可能下涵蓋加州法律所允許的寬泛範圍。如本同意書之任何一部分被認定無效，仍同意其剩餘部分繼續維持其完全法律效力和效果。

下文簽署者經已閱知和自願簽署本免除與放棄責任及賠償同意書，再此認同除上述同意條文外，並無其他口述、聲明或說明。

本人經已閱知本同意書

申請者/家長簽署: _____ 日期: _____ / _____ / _____

正楷書寫申請者/家長姓名: _____

聯合申請者/家長簽名: _____ 日期: _____ / _____ / _____

正楷書寫聯合申請者/家長姓名: _____

正楷書寫孩童(們)姓名: _____

YMCA of San Francisco Membership Application

Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment therein and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releases or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.
4. THE UNDERSIGNED HEREBY GIVES PERMISSION for the YMCA of San Francisco, or any of its branches, to use any photographs or video footage taken of the undersigned and/or the undersigned's children participating in YMCA of San Francisco activities in future YMCA promotional purposes, without additional release or authorization. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Signature of applicant/parent: _____ 日期 Date: _____ / _____ / _____

Print name of applicant/parent: _____

Signature of co-applicant/parent: _____ 日期 Date: _____ / _____ / _____

Print name of co-applicant /parent: _____

Print name(s) of child(ren) in program: _____