



**YMCA OF KOKOMO, INDIANA
WIBIT INFLATABLE WAIVER - ADULT
PARTICIPANT WAIVER, RELEASE, INDEMNIFICATION OF ALL
CLAIMS & COVENANT NOT TO SUE**

Participant Name: _____ Date of Birth: _____

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING YMCA OF KOKOMO FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR

Assumption of Risk

I acknowledge and agree that any use of Young Men’s Christian Association of Kokomo, Indiana (“YMCA”) facilities, services, equipment, including the Wibit Inflatable Aquatic Activity, and premises (“Facilities”) and any participation in YMCA programs and activities (“Programs”) comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease including, without limitation, COVID-19. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities, including the Wibit Inflatable Aquatic Activity, and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities, including the Wibit Inflatable Aquatic Activity, and participation in Programs I, the undersigned, agree that YMCA its officers, directors, agents, employees, volunteers, insurers and representatives (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities, including the Wibit Inflatable Aquatic Activity, and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities, including the Wibit Inflatable Aquatic Activity, or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities, including the Wibit Inflatable Aquatic Activity, and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities, including the Wibit Inflatable Aquatic Activity, and participation in Programs by myself, my family members, dependents or guests, including any minors.

YMCA OF KOKOMO WIBIT POLICY

By signing below, I affirm that I have reviewed the YMCA’s Wibit Policy and agree to abide by all policies.

1. To participate on the Wibit, participants must be 6 years and up.
2. All participants must pass the green band deep water swim test. Those that do not pass a swim test, will not be allowed on the Wibit.
3. Participants must be able to independently get on and off the Wibit. Touching or hanging on the bungee cords that secure the Wibit is not allowed. Participants may NOT swim underneath the Wibit.
4. Diving and/or flipping off the Wibit is not allowed. Please go feet first when sliding down the slide or any part of the Wibit.
5. Going backwards on the Wibit is not allowed. Participants must use forward motion only.
6. No jumping from Tower is allowed. You may climb, swim, slide or walk from start to finish.
7. Swim apparel with sharp, rough, or jagged edges; jewelry, watches, goggles, etc. and any other object including fingernails that can puncture or damage the Wibit will not be allowed.
8. All lifeguard decisions are final. Any parent/guardian(s) with questions can see the aquatic director or lifeguard.

Participant Name: _____

Participant Signature: _____ Date: _____