



**FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

AMERICAN SAFETY & HEALTH INSTITUTE CPR PRO COURSE

WAIVER

For and in consideration of good and valuable consideration, including, but not limited to, CPR and/or First Aid instruction and certification, the receipt and sufficiency of which is acknowledged hereby, I hereby waive my rights to all claims for injuries that I may sustain arising out of the CPR and/or First Aid instruction or any subsequent activities arising there from. I further agree to hold harmless YMCA of Northeast Louisiana CPR Training for all injuries, be them physical, fiscal or otherwise, that I may inflict upon others as a result of the CPR and/or First Aid instruction.

I recognize and acknowledge that there are certain risks of physical injury involved in attending a CPR and/or First Aid instruction course, and I agree to assume the full risk of injuries, including death, damages or losses which I may sustain as a result of attending a course of CPR and/or First Aid instruction with YMCA of Northeast Louisiana CPR Training. I agree to waive and relinquish any and all claims I may have arising out of, or connected with, said course, whether they relate to injuries to myself or others.

I do hereby fully release and discharge YMCA of Northeast Louisiana CPR Training and its owner, and employees from any and all claims from injuries, including death, damage, or loss which I may have as a result of this course.

I have read and fully understand and agree to the above stated conditions of participation in this CPR and/or First Aid training program.

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent.

You represent and warrant to YMCA of Northeast Louisiana CPR Training that you have full legal authority to complete this class registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, YMCA of Northeast Louisiana CPR Training refers to YMCA of Northeast Louisiana CPR Training and any and all subsidiaries, affiliated entities, or entities that control or are controlled by YMCA of Northeast Louisiana CPR Training singly or together and its owner, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 15, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. Waiver.

YOU UNDERSTAND THAT PARTICIPATION IN THE CLASS IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE CLASS, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE OC CPR TRAINING FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. Limitation of Liability; Disclaimer of Warranties.

YMCA OF NORTHEAST LOUISIANA CPR TRAINING SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE YMCA OF NORTHEAST LOUISIANA CPR TRAINING OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH YMCA OF NORTHEAST LOUISIANA CPR TRAINING OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF YMCA OF NORTHEAST LOUISIANA CPR TRAINING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF YMCA OF NORTHEAST LOUISIANA CPR TRAINING IS AT YOUR SOLE RISK. YMCA OF NORTHEAST LOUISIANA CPR TRAINING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YMCA OF NORTHEAST LOUISIANA CPR TRAINING EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

YMCA of Northeast Louisiana CPR Training makes no warranty that the YMCA of Northeast Louisiana CPR Training sites & services will be uninterrupted, secure or error free. YMCA of Northeast Louisiana CPR Training does not guarantee the accuracy or completeness of any information in, or provided in connection with, the YMCA of Northeast Louisiana CPR Training site. YMCA of Northeast Louisiana CPR Training is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the YMCA of Northeast Louisiana CPR Training sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. Indemnification.

You agree to indemnify and hold each of YMCA of Northeast Louisiana CPR Training harmless from and against any and all damages, costs, claims or demands, including

reasonable attorneys & fees, made by any third party due to or arising from or relating to your use of YMCA of Northeast Louisiana CPR Training's services.

5. Applicable Law; Consent to Jurisdiction.

The YMCA of Northeast Louisiana CPR Training sites (excluding linked sites) are controlled by YMCA of Northeast Louisiana CPR Training from its office within the State of Louisiana, United States of America. By completing this class registration, both you and YMCA of Northeast Louisiana CPR Training agree that the statutes and laws of the State of Louisiana, without regard to the conflict of laws principles thereof, will apply to all matters relating to this class registration, this Agreement and Waiver, the Terms of Use or other use of the YMCA of Northeast Louisiana CPR Training sites. You agree that exclusive jurisdiction for any dispute with YMCA of Northeast Louisiana CPR Training resides in the courts of the State of Louisiana and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Louisiana in connection with any dispute including any claim involving YMCA of Northeast Louisiana CPR Training or its affiliates, subsidiaries, employees, contractors, owner, directors, telecommunication providers and content providers.

6. Severability.

You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of Louisiana and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant's Signature **Date**

Parent/Guardian's Signature (If participant is under 18 years old) **Date**