

YMCA of Florida's First Coast
WAIVER, RELEASE, AND INDEMNIFICATION - Program Participant and Family

In consideration of being permitted to enter now and in the future the Young Men's Christian Association of Florida's First Coast, Inc. ("YMCA") for any purpose, including, but not limited to observation, use of facilities or equipment, or participation in any way, including participation in any off-site programs, the undersigned, for himself or herself, his or her minor children, his or her immediate family members, and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will, inspect such premises and facilities. It is further warranted that such entry into the YMCA for observation, participation or use of any facilities or equipment, including any off-site, constitutes an acknowledgment that such premises and all facilities and equipment, including off-site, thereon have been inspected and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation or use.

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

1. The undersigned for himself or herself, his or her minor children, his or her immediate family members, and any personal representatives, heirs and next of kin, hereby releases, waives, discharges and covenants not to sue the YMCA, its directors, officers, employees and agents (hereinafter referred to as "releasee") from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demand therefore on account of injury to the undersigned's person or property or resulting in death of the undersigned, whether caused by the negligence of the releasee or otherwise while the undersigned is in, upon, or about the premises, or participation in any off-site programs, or any facilities or equipment therein;
2. The undersigned for himself or herself, his or her minor children, his or her immediate family members, and any personal representatives, heirs and next of kin, hereby agrees to indemnify and save and hold harmless the releasee from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA, including participating in any off-site programs, whether caused by the negligence of the releasee or otherwise; and
3. The undersigned for himself or herself, his or her minor children, his or her immediate family members, and any personal representatives, heirs and next of kin, hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the releasee or otherwise while in, about or upon the premises of the YMCA, or participation in any off-site programs, and/or while using the premises or any facilities or equipment hereon.

I give my permission to the YMCA of Florida's First Coast to use, without limitation or obligation, photographs, film footage or tape recordings that may include mine and or my family member's image(s) or voice(s) for purposes of promoting or interpreting YMCA programs.

The undersigned for himself or herself, his or her minor children, his or her immediate family members, and any personal representatives, heirs and next of kin, further expressly agrees that the foregoing waiver, release, and indemnification agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

CHILD CARE AND YOUTH PROGRAM ADDITIONAL PROVISIONS

The undersigned understands that the YMCA assumes no responsibility for injuries or illnesses that my child may sustain as a result of his/her physical condition or resulting from his/her participation in any athletic activities, sports program, the use of any equipment, exercise or other activities

While the YMCA will make every attempt to provide reasonable accommodations for mentally and physically challenged children, the YMCA will not accept children that are (1) of danger to themselves, (2) of danger to others, or (3) a disruption to the normal activities making it unreasonably difficult for other children to enjoy YMCA programs. Any of the above reasons will be grounds for dismissal from YMCA programs. The YMCA strongly recommend that you discuss with YMCA staff any special conditions or circumstances involving your child. The YMCA requests that the undersigned do this PRIOR to registration so that the YMCA can advise you as to whether we can make reasonable accommodation for your child.

The undersigned understands that the YMCA is NOT responsible for personal property lost or stolen while members and/or program participants are using YMCA facilities or on YMCA premises.

In the event of an emergency and my emergency contact person cannot be reached, the undersigned hereby gives his or her permission to the physician selected by the YMCA to hospitalize, secure proper treatment for, and to order injections, anesthesia or surgery for the individual named on this application.

The undersigned understands that no accident or medical insurance is provided with this activity.

The undersigned gives his or her permission for my child to be transported by the bus service secured by the YMCA for related programs activities.

ACCEPTANCE

I have read and voluntarily sign this waiver and release of liability and indemnification agreement, and further agree that no oral representation, statements or inducement apart from the foregoing written agreement have been made.

Signature of Participant

Signature of Participant/Guardian

Printed Name of Child(ren) (if applicable)

Date