

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT – Adult Program Participant and Family

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA of Florida’s First Coast, Inc. (“YMCA”) for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, the undersigned, for himself or herself 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 acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs 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.

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 PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED 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, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore 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 is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
- 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 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 releasees or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE 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.

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 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.

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT.

SIGNATURE OF MEMBER / PARTICIPANT

SIGNATURE OF PARENT / GUARDIAN

DATE

CONDITIONS OF PROGRAM PARTICIPATION

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 recommends 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.

I give my permission to the YMCA of Florida’s First Coast Inc. 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.

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.

I UNDERSTAND THE FEE MUST ACCOMPANY THIS APPLICATION AND IS NON-REFUNDABLE EXCEPT FOR VERIFIED MEDICAL REASONS

ACCEPTANCE

I accept the Conditions of Program Participation set forth above and, being in sympathy with the Mission of the YMCA, hereby apply to participate.

SIGNATURE OF PARTICIPANT

DATE

**UNCONDITIONAL AND FULL GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT
2019 YMCA FITNESS FUSION [ADULT]**

Every participant must have signed this **Unconditional and Full General Release and Waiver & Indemnification Agreement – 2019 YMCA Fitness Fusion [Adult]** ("*Full General Release*") in order to participate in the Activities (as defined below) on February 16, 2019 at TIAA Bank Field (the stadium and the surrounding premises, including the main field, outdoor practice fields and covered practice field, on which the Activities occur, collectively, the "*Stadium*"). The Activities shall be a series of events on the date above with activities organized by Bold Events, LLC ("*Bold Events*"), YMCA of Florida's First Coast ("*YMCA*"), each of their subsidiaries, affiliates and their respective designees, including, without limitation: flag football drills, catching a football, throwing a football, kicking a football, walking, running, sprinting, jogging, jumping, climbing, obstacles involving inflatables and other physical activities (the "*Activities*"). In consideration of Bold Events and YMCA allowing participation in the Activities, I hereby agree as follows:

Liability Release; Indemnity: I, the undersigned, hereby agree to participate in the Activities and **expressly assume all the known and unknown risks inherent in the activities at the Activities** (which may include, among other things, sunburn, heat exhaustion, heat stroke, dehydration, discomfort, broken bones, cuts, choking, scrapes, bruises, sprains, blisters, fractures, jammed fingers and/or toes, pulled muscles, strained muscles, cramps, contusions, concussions, permanent disability, paralysis, death, and other ailments associated with participating in the Activities, or injuries from other participants or as result of my own negligence).

I release, covenant not to sue and forever discharge Bold Events, Jacksonville Jaguars, LLC the Jacksonville Jaguars Foundation, Inc., YMCA, the City of Jacksonville, SMG, Bold Events' sponsors, any vendor providing services at the Activities, and their respective directors, officers, owners, members, managers, partners, representatives, agents, employees and affiliates (collectively, "*Releasees*") of and from any and all claims, demands, suits (including in equity), causes of action, judgments, losses, liabilities, damages, costs and expenses of any nature, **whether caused by, arising out of or based on the active or passive negligence of any Releasee or otherwise**, arising out of or in any way connected with my participation in the Activities and/or any activities conducted at the Activities and/or otherwise occurring on the Stadium premises and/or travel to or from the Stadium premises, including, without limitation, any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) (collectively, the "*Claims*").

I hereby further agree to defend, indemnify and hold harmless Releasees and their respective heirs, successors and assigns from and against any and all such Claims, including, without limitation, attorneys' and other professionals' fees and costs. I understand that this release and indemnity includes, without limitation, any Claims based on the negligence, action or inaction of any Releasee (including in procuring medical treatment for me), and covers personal and bodily injury (including death), and property damage, whether suffered before, during or after the Activities.

INITIAL _____

Assumption of Risk: I acknowledge and agree that participation in the Activities involves certain risks, including those outlined above, and the possibility of physical illness or injury (minimal, serious, catastrophic and/or death), and I assume the full risk of any injuries, damages or losses may be sustained by participating in the Activities. I acknowledge and understand that participation in the Activities requires physical contact with other participants in the Activities. I acknowledge and understand that participation in the Activities requires vigorous physical activity. I represent that I am mentally sound, in good physical health, and fully capable of participating in the strenuous activities relating to the Activities.

Medical Treatment: I authorize Bold Events and its designees to procure, at my expense, any medical care (including any emergency medical or surgical procedures provided by a physician, trainer, or nurse) reasonably required (including, without limitation, during any visit to a hospital or facility selected by Bold Events) during the Activities. I understand that I am fully responsible for all hospital, laboratory and doctor fees.

Grant of Rights: I irrevocably grant permission to Releasees (i) to photograph, take motion pictures of, or televise, and reproduce in any manner or through any media my image and voice; and (ii) to use, display, license or sell the name, likeness, voice, biographical data, appearance or image of me in motion pictures, telecasts, publications, distributions or reproductions or any other media now known or hereafter developed, in each case, for any purpose (commercial or otherwise), without reservation or limitation and without compensation to me.

Governing Law; WAIVER OF JURY TRIAL: This Full General Release shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflict of law principles that may cause the application of laws of another jurisdiction. The state and federal courts of Duval County, Florida, shall have exclusive jurisdiction over any dispute arising out of or based on this Full General Release. THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Severability; Entire Agreement: If any provision of this Full General Release, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable in any jurisdiction, (i) the remainder of this Full General Release shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, and (ii) the court making such determination shall have the power to reduce the scope or applicability of such provision (including by deleting or replacing specific words and phrases) in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid and unenforceable provision. This Full General Release contains the entire agreement between the Releasees and myself with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement.

I HAVE READ THE ABOVE GENERAL RELEASE AND AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS AND HAVE SIGNED THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

X _____
Signature of Participant Date