



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 exposure to communicable diseases or 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.

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.

STRENGTHENING THE FOUNDATIONS OF COMMUNITY

YMCA OF FLORIDA'S FIRST COAST | FCYMCA.org



NOTICE TO ADULTS PARTICIPATING IN CITY OF JACKSONVILLE SPECIALTY CLASSES

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE SIGNING UP TO PARTICIPATE IN A SPORTS OR RECREATIONAL ACTIVITY CLASS OFFERED TO ADULTS BY THE CITY OF JACKSONVILLE ON CITY PROPERTY. BY DOING SO, YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF JACKSONVILLE AND ITS DEPARTMENT OF PARKS, RECREATION AND COMMUNITY SERVICES USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM THE City of Jacksonville IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR ANY PROPERTY DAMAGE THAT RESULTS from the RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF JACKSONVILLE HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, acknowledge that access to City parks and participation in sports and recreational activity classes may involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own intentional or negligent acts or omissions, but also from the intentional or negligent acts or omissions of others, and from any equipment used in the park or the condition of the park facility.

To the extent allowed by law, I indemnify, defend and hold harmless the City of Jacksonville, its officers, employees, agents and representatives, against any claim, action, loss, damage, injury, liability, cost or expense of every kind or nature including property damage, personal injury and death to any person(s) arising out of or incidental to any intentional or negligent act or omission on my part in connection with access to the Park and participation in the sports activity class. The indemnification shall not be interpreted as the City's waiver of sovereign immunity.

To the extent allowed by law, I release, waive and discharge the City of Jacksonville, its officers, employees, agents and representatives, from any and all liability to me and from any and all claims, losses or damages of every kind or nature including, but not limited to, property damage, personal injury and death arising out of or incidental to the my access to the Park and participation in the sports activity. The release, waiver and discharge apply also to my heirs, assigns and legal representatives.

I agree that access to the Park and participation in the sports activity is completely voluntary and that I am under no obligation to participate and that I am giving up substantial rights by signing and I sign this release voluntarily.