



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**YMCA OF CENTRAL FLORIDA
WAIVER, RELEASE AND
IDEMNIFICATION OF ALL CLAIMS
& COVENANT NOT TO SUE
(SECTION F.S. 744.301(3) FLORIDA STATUTES)**

By my signature to this document, I authorize my minor child (under the age of 18) permission to participate in the programs at the COCOA YMCA in my absence. I understand that the following conditions apply:

- 1) All rules and regulations **MUST** be followed. In the event of improper conduct, the child will be requested to leave the facility,
- 2) The **WAIVER** may be dissolved, at any time, by management of the COCOA YMCA

STUDENT'S FULL NAME: _____ **DATE OF BIRTH:** ___/___/___

ADDRESS: _____ **CITY:** _____

HOME/CELL PHONE: (____) _____ **WORK PHONE:** (____) _____

PARENT/GUARDIAN FULL NAME (Printed): _____

PARENT/GUARDIAN SIGNATURE: _____ **DATE:** _____

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the named minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named minor's participation in the YMCA of Central Florida Programs, now or any time in the future.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE YMCA OF CENTRAL FLORIDA USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD 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 CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE YMCA OF CENTRAL FLORIDA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD 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 YMCA OF CENTRAL FLORIDA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor named below, do hereby acknowledge and agree that participation in the YMCA program activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with the YMCA program participation, including but in no way limited to: (1) slips, trips, and falls, (2) encounters with nature including toxic plants and animals, (3) aquatic injuries, and (4) athletic injuries. I further acknowledge that the preceding list is not inclusive of all possible risks associated with the YMCA program participation and that said list in no way limits the operation of this Agreement.

Turn Over and Complete Back



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Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of _____, participation in the YMCA of Central Florida Programs, I, _____ the parent/guardian of the minor named above, agree to release and on behalf of myself and the minor named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the YMCA of Central Florida, its officers, directors, agents, employees, volunteers, and representatives from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the YMCA of Central Florida on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the YMCA of Central Florida facilities/equipment or participation in the YMCA of Central Florida programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of the YMCA of Central Florida, Its officers, directors, agents, employees, volunteers, and representatives.

In consideration of the named minor's participation in the YMCA program, I, the undersigned parent/guardian of the named minor, agree to INDEMNIFY AND HOLD HARMLESS the YMCA of Central Florida, its officers, directors, agents, employees, volunteers, and representatives from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named minor's YMCA program participation.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in the YMCA program participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks. I understand that I and the named minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the named minor sustains while participating in the YMCA program and that by signing this agreement I hereby, on behalf of myself and the named minor, release the YMCA of Central Florida, its officers, directors, agents, employees, volunteers, and representatives of all liability for such loss, damage, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in the YMCA program.

I, in my legal capacity as parent/guardian of the named minor, expressly agree, on behalf of myself and the named minor, that this document is intended to be as broad and inclusive as permitted by the law of Florida and that if any portion of the document is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Furthermore, I expressly agree that this document shall be governed by and interpreted in accordance with the laws of Florida and that Florida shall have exclusive venue to hear any and all disputes relating to or arising from this document.

I further certify that my date of birth is _____ (MM/DD/YYYY) that my present age is _____, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement, and that I have legal capacity to act as the parent/guardian of the named minor. I further understand that the terms of this agreement are legally binding and certify **that I am signing this agreement, after having carefully read it, of my own free will. The foregoing written agreement represents the entire understanding between the parties. No oral representations, statements or inducement apart from the foregoing written agreement have been made.**

IN WITNESS WHEREOF, this instrument is duly executed this _____ day of _____, in the year _____

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

Participant's Printed Name: _____

Participant/ Legal Guardian Signature _____ Date _____

Legal Guardian Printed Name _____ Date _____