

Member/Child Release
CENTRAL FLORIDA YMCA
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Central Florida YMCA (or for my children to participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the Central Florida YMCA, the undersigned, 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 an entry into the Central Florida YMCA for observation or use of any facility or equipment or participation in such affiliated program constituted an acknowledgment 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 by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CENTRAL FLORIDA YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE CENTRAL FLORIDA YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVVENANTS NOT TO SUE the Central Florida YMCA, its directors, officers, employees and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in the death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Central Florida YMCA.
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 or such children in, upon or about the Central Florida YMCA premises or in any way observing or using any facilities or equipment of the Central Florida YMCA or participating in any program affiliated with the Central Florida 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 to the undersigned or such children due to the negligence of releasees or otherwise while in, upon or about the premises of the Central Florida YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Central Florida 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 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.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement has been made.

WAIVER: READ CAREFULLY BEFORE SIGNING

I HAVE READ THIS RELEASE:

Date: _____

Signature of Participant/Parent

Phone

Name of Child/Participant in Program

IN CASE OF AN EMERGENCY PLEASE CONTACT:

Address

Emergency Contact 1 Name and Phone

City, State Zip

Emergency Contact 2 Name and Phone