

**WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT**

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA of the Treasure Coast 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:**

Participant \_\_\_\_\_  
(if under 18 years old, parents or legal guardians must sign below)

Participant/Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

Participant/Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

**FLORIDA MINOR RELEASE AND WAIVER OF LEGAL LIABILITY**

**THIS IS YOUR RELEASE AND WAIVER OF LIABILITY** (the "Release"). You individually and on behalf of your minor child, release the YMCA of the Treasure Coast, its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "YMCA"). **You agree that this Release is effective immediately.**

**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 [YMCA] 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 [YMCA] 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 [YMCA] HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

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

Participant \_\_\_\_\_

(if under 18 years old, parents or legal guardians must sign below)

Participant/Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

Participant/Parent Signature \_\_\_\_\_

Date \_\_\_\_\_