

THE GREATER MARCO FAMILY YMCA, INC.
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR MINOR CHILD

In consideration of being permitted to utilize the facilities, services and programs of The Greater Marco Family YMCA, Inc. (YMCA) for any purpose including, but not limited to observation or use of facilities or equipment, or participation in any YMCA program or off-site program affiliated with the YMCA, or any activities on YMCA property, the undersigned, for himself or herself and any of his or her personal representatives, family member 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 YMCA and/or program. The undersigned further warrants that such entry into the YMCA or other facility/location for observation or use of any facilities or equipment or participation in any program constitutes an acknowledgment that such premises and all facilities and equipment thereon or used in such program 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 YMCA FOR ANY PURPOSE OR PARTICIPATION IN ANY YMCA PROGRAM OR PROGRAM PROPERTY AFFILIATED WITH THE YMCA, WHETHER ON YMCA PROPERTY OR OFF SITE, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE the YMCA, its directors, officers, employees and agents (hereinafter referred to as "releasees") and releases all of the foregoing from all liability to the undersigned, his or her personal representatives, family members, 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, including but not limited to negligence or gross negligence of the releasees.
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 of or affiliated with the YMCA whether caused by the negligence or gross 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 any action or inaction, negligence or gross 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 of or affiliated with the YMCA,
4. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO SUE THE RELEASEES OR OTHERWISE PURSUE LEGAL ACTION AGAINST RELEASEES AS PART OF THIS AGREEMENT.

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.

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 have been made.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

"The language below is required by Florida law."

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 GREATER MARCO FAMILY YMCA, INC.** 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 GREATER MARCO FAMILY YMCA, INC.** 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 GREATER MARCO FAMILY YMCA, INC.** HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

NAME OF CHILD

Signature of Parent: _____

Signature of Parent: _____

Print Name of Parent: _____

Print Name of Parent: _____

Date: _____

Date: _____