

**WAIVER, RELEASE AND INDEMNIFICATION FOR USE OF  
CAMP CHOWENWAW PARK POOL**



Participant Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State: \_\_\_\_\_

Date of Birth: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Zip Code: \_\_\_\_\_

In consideration of being permitted to enter now and in the future the Camp Chowenwaw Park pool premises ("Chowenwaw Pool") for any purpose, including but not limited to observation, use of the facilities or equipment, swimming, or participation in any way, the undersigned for himself or herself, his or her minor children, his or her immediate family members, and any personal representatives, assigns, heirs and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering will inspect the Chowenwaw Pool premises and facilities. It is further warranted that such entry into the Chowenwaw Pool premises for observation, use of the facilities or equipment, swimming or participation in any way constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected by the undersigned and that the undersigned finds and accepts same as being safe and reasonably suited for the purposes of such observation and use outlined herein.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER NOW AND IN THE FUTURE CHOWENWAW POOL PREMISES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, SWIMMING, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. The undersigned for himself, his or her minor children, his or her immediate family members, and any personal representatives, assigns, heirs and next of kin releases, waives, discharges and covenants not to sue Clay County, a political subdivision of the State of Florida (the "County"), its elected officials, officers, employees and agents, for all liability to the undersigned, his or her personal representatives, assigns, heirs and next of kin for any loss or damage, and any claim or demand therefore on account of exposure to communicable diseases or injury to the undersigned's person or property, or resulting in death of the undersigned whether caused by the negligence of the County or otherwise while the undersigned is in, upon, or about the premises, or using any facilities or equipment thereon; and
2. The undersigned for himself, his or her minor children, his or her immediate family members, and any personal representatives, assigns, heirs and next of kin hereby agrees to indemnify, save, and hold harmless the County from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Chowenwaw Pool premises or in any way observing or using any facilities or equipment of the County, whether caused by the County or otherwise; and
3. The undersigned for himself, his or her minor children, his or her immediate family members, and any personal representatives, assigns, heirs and next of kin, hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the County or otherwise while in, about or upon the premises of the Chowenwaw Pool, and while using the facilities or equipment thereon; and
4. The undersigned for himself, his or her minor children, his or her immediate family members, and any personal representatives, assigns, heirs and next of kin, further expressly agrees that the foregoing waiver, release, and indemnification 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 continue in full legal force and effect; and
5. The undersigned understands that the County is NOT responsible for personal property which is lost, damaged, or stolen while on Chowenwaw Pool premises or using the facilities or equipment; and
6. The undersigned understands that no accident or medical insurance is provided to Chowenwaw Pool patrons.

**ACCEPTANCE:**

I have read, understand and voluntarily sign this waiver and release of liability and indemnification agreement, and further agree that no oral representation, statement or inducements apart from the foregoing witting agreement have been made to me by anyone.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Parent/Guardian, if applicable

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Children's Names (printed), if applicable

\_\_\_\_\_  
\_\_\_\_\_



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

DATE WAIVER SIGNED \_\_\_\_\_

STAFF INITIAL \_\_\_\_\_

\_\_\_ 2-DAY \_\_\_ FIXED-END \_\_\_ AWAY

\_\_\_ RAPTOR SCANNED

# YMCA OF FLORIDA'S FIRST COAST GUEST WAIVER (PLEASE PRESENT A PHOTO ID)

NAME \_\_\_\_\_ D.O.B. \_\_\_\_ / \_\_\_\_ / \_\_\_\_

STREET ADDRESS \_\_\_\_\_ APT. \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

HOME PHONE ( \_\_\_\_ ) \_\_\_\_\_ CELL PHONE ( \_\_\_\_ ) \_\_\_\_\_

## EMERGENCY CONTACT

NAME \_\_\_\_\_

PHONE ( \_\_\_\_ ) \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

## ARE YOU A MEMBER OF ANOTHER Y?

YMCA NAME \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_

## HOW DID YOU HEAR ABOUT OUR YMCA?

- BROCHURE                       TV
- NEWSPAPER                       RADIO
- EXISTING MEMBER               MARQUEE
- PAST MEMBER                     DROVE BY
- FRIEND                             WEBSITE
- OTHER (PLEASE LIST)

\_\_\_\_\_  
\_\_\_\_\_



IS THIS YOUR FIRST VISIT TO THIS Y?     YES     NO

ARE YOU INTERESTED IN JOINING?     YES     NO

**PLEASE SIGN WAIVER ON BACK**

## 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.**

\_\_\_\_\_  
SIGNATURE OF MEMBER / PARTICIPANT

\_\_\_\_\_  
SIGNATURE OF PARENT / GUARDIAN

\_\_\_\_\_  
DATE

### 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.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE

**STRENGTHENING THE FOUNDATIONS OF COMMUNITY**

YMCA OF FLORIDA'S FIRST COAST | FirstCoastYMCA.org