



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

TAMPA METROPOLITAN AREA YMCA ID#: 91000504349

## WAIVER, RELEASE & INDEMNIFICATION AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of 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, 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 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.

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 any athlete who exhibits signs, symptoms, and/or behaviors consistent with a concussion shall be immediately removed from the contest and shall not return to play until cleared by a licensed physician (MD) or licensed osteopathic physician (DO). Signs, symptoms and/or behaviors from a concussion will include but are not limited to: Loss of consciousness, headache, dizziness, confusion, or balance problems.
  - a. Athletes that display signs of a concussion must be reported to the sports director or on site supervisor and a Redwoods form is filled out right away. They will also notify the coach if the athlete is to be removed from the contest due to such signs.
  - b. No athlete should return to play or practice on the same day of a concussion unless cleared by appropriate medical professionals. General rule is 'When in doubt, sit them out!'

- c. Prior to returning to play (if in the same contest), the wellness director or on-site supervisor will hear from both the Head Coach and appropriate medical evaluator stating that the player is cleared to return to play. The medical evaluator will provide their name and signature to the official which serves as clearance for the athlete to return to play.
  - d. After medical clearance, return to play should follow medical protocol with provisions for delayed return to play based upon the return of any signs and symptoms.
- 3) 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.
  - 4) 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.
  - 5) HEALTH ADVISORY I have read the member Health Advisory information sheet.
  - 6) PHOTO / VIDEO RELEASE I grant permission to the Tampa Metropolitan Area YMCA to use photographs and videotapes taken of me for YMCA publication purposes.
  - 7) **WARNING: UNDER FLORIDA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF, A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.**

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.

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 Tampa Metropolitan Area YMCA, 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 (PRINT NAME) \_\_\_\_\_

IF UNDER 18 YEARS OLD, PARENTS/LEGAL GUARDIANS MUST SIGN BELOW.

Participant/Parent/Legal Guardian (SIGNATURE) \_\_\_\_\_ Date \_\_\_\_\_

Participant/Parent/Legal Guardian (SIGNATURE) \_\_\_\_\_ Date \_\_\_\_\_