



YMCA OF CENTRAL FLORIDA WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

EFFECTIVE DECEMBER 2024

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE FACILITIES, SERVICES, AND PROGRAMS OF THE YMCA OF CENTRAL FLORIDA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA OF CENTRAL FLORIDA, 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 OF CENTRAL FLORIDA 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 OF CENTRAL FLORIDA AND TO UTILIZE ANY OF ITS FACILITIES OR PROGRAMS FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES AND EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA OF CENTRAL FLORIDA 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 of Central Florida, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, sickness or illness, specifically including, but not limited to any damage whatsoever to undersigned in any way related to bacteria, viruses or other pathogens associated with a local outbreak, pandemic, or unknown; and any claims 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 there leasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or while participating in YMCA services or programs without respect to location including travel.
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 of Central Florida premises or in anyway using any facilities or equipment of the YMCA of Central Florida or participating in Y services or programs without respect to location including travel whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, ILLNESS, SICKNESS, DEATH, OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in, about, or upon the premises of the YMCA of Central Florida and/or while using the premises or any facilities or equipment affiliated with the YMCA of Central Florida without respect to location including travel.
4. THE UNDERSIGNED HEREBY AGREES TO WAIVE ANY LIABILITY arising out of any actual, alleged, or threatened infectious, pathogenic, toxic, or other harmful properties of any "organic pathogen", which includes but may not be limited to bacteria, viruses or other pathogens whether or not a microorganism, regardless of whether such "organic pathogen" is the result of a local outbreak, pandemic, or unknown.

THE UNDERSIGNED further expressly agrees that the foregoing WAIVER, RELEASE, AND INDEMNIFICATION 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'S PRINTED NAME: _____

PARTICIPANT / LEGAL GUARDIAN SIGNATURE: _____

DATE: _____