



Date: ____/____/____

Staff Initials: _____

OELSNER SKATE PARK

Agreement to Participate & Waiver (Minor)

Participant Name:	Gender: M F	Date of Birth:
Parent/ Guardian Name:	Gender: M F	Date of Birth:
Address:	City:	State Zip
Adult Waiver Completed: <input type="checkbox"/>	Phone/Cell: ()	Work Phone: ()
Email Address:	Emergency Contact & Number: ()	

____ INITIAL FOR CONSENT - I give my permission for photographs of myself and dependents to be used by the YMCA for promotional and/or educational purposes. I realize that neither I nor my dependents will receive compensation for use of the photographs.

Agreement to Participate

I understand I am expected to act in a courteous manner consistent with the YMCA's Core Values of Caring, Honesty, Responsibility and Respect. I understand any violation of the YMCA of the Palm Beaches Member's Code of Conduct will result in my immediate termination from the facility. Please refrain from the following while at the skatepark or anywhere on the YMCA premises: Alcohol, profanity, or inappropriate wording on clothing (as determined by YMCA staff), boom boxes, graffiti, fighting, smoking and/or use of other tobacco products, or any other detrimental actions. Furthermore, I attest that I am aware the YMCA of the Palm Beaches strongly advises undergoing a pre-participation medical check-up and an annual medical evaluation by a physician for participation in YMCA physical activities. In regard to participating in activities within Oelsner Skate Park, I attest that I am physically fit and have sufficiently trained for this activity. I am fully aware that skateboarding, biking and other similar activities can be hazardous and can result in serious injury or even death. I further agree that a helmet will be worn at all times, and for safety purposes will refrain from distracting actions such as rubbernecking or even chewing gum while participating in these activities. I understand and agree that individuals 12 years of age and under must be accompanied while at the skatepark by a parent or guardian. I also understand and agree that non-skaters are not allowed within the skatepark itself and that I am prohibited from taking coolers or backpacks inside the skatepark. The YMCA of the Palm Beaches reserves the right to close Oelsner Skate Park due to inclement weather or when the surface is wet. Refunds or rainchecks will not be provided.

Release and Waiver of Liability and Indemnity Agreement

In consideration for being permitted to utilize the facilities, services and programs of the YMCA for purposes, 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 participation will inspect and carefully consider such premises, facilities and affiliated program(s). It is further warranted that such entry into the YMCA or its programs for observation, or use of any facilities or equipment, or participation in such affiliated program(s) without respect to location, constitutes an acknowledgement that such premises, facilities and equipment thereon, and other 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, independent contractors, agents, and/or others acting on its behalf (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assignees, 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 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 programs affiliated with the YMCA without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost that may be incurred 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 while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon, or in participation in any program affiliated with the YMCA.
4. THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the law of the state of Florida, and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. THE UNDERSIGNED HAS READ, UNDERSTANDS, AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT and the AGREEMENT TO PARTICIPATE and further understands and concurs that no oral representations, statements, or inducements apart from the foregoing written agreement has been made.

Parent/Guardian Signature _____ Date: _____
(Note: Waiver must be notarized if signature is not completed at the time of registration).

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 or legal dependent, release the YMCA of the Palm Beaches, its directors, officers, employees, independent contractors, agents, and/or others acting on its behalf (collectively the "YMCA"), or other participants from all liability to the undersigned, his or her personal representatives, assignees, 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 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 programs affiliated with the YMCA without respect to location. You agree to this release immediately.

NOTICE TO THE MINOR CHILD'S NATURAL OR LEGAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD AND/OR MINOR LEGAL DEPENDENT ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF (THE "YMCA") USES REASONABLE CARE WHEN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR MINOR CHILD AND/OR MINOR LEGAL DEPENDENT 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, YOU ARE GIVING UP YOUR MINOR CHILD'S AND/OR YOUR MINOR LEGAL DEPENDENT'S RIGHT, AND YOUR RIGHT TO RECOVER FROM (THE "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 (THE "YMCA") HAS THE RIGHT TO REFUSE TO LET YOUR CHILD AND/OR LEGAL DEPENDENT PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I Have Read the Above Waiver, Release, and Indemnification Agreement

Participant Name (Print): _____ Date of Birth: _____
(If under the age of 18 years, Parent(s) or Legal Guardian(s) must sign below)

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____