

**City of Green Cove Springs Waiver, Release, and Indemnification for
Use of Thomas Hogans Gym, Premises, Facilities and Equipment**

Participant Name: _____ Date of Birth: ____ / ____ / ____
Home Address: _____ State: _____
City: _____ Zip: _____ Phone #: (____) _____

In consideration of being permitted to enter now and in the future the Thomas Hogans Gym and premises for any purpose, including but not limited to observation, use of the facilities or equipment, exercise, 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 municipal pool pavilion premises and facilities. It is further warranted that such entry into the City of Green Cove Springs municipal pool pavilion premises for observation, use of the facilities or equipment, 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 THE CITY OF GREEN COVE SPRINGS MUNICIPAL PREMISES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY WAY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. 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 releases, waives, discharges and covenants not to sue the City of Green Cove Springs (hereinafter referred to as "City"), 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 injury to the undersigned's person or property, or resulting in death of the undersigned, whether caused by the negligence of the City 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 or herself, 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 City from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the City municipal pool premises or in any way observing or using any facilities or equipment of the City, whether caused by the negligence of the City or otherwise; and
3. 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 assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the City or otherwise while in, about or upon the premises of the Thomas Hogans Gym while using any facilities or equipment thereon; and
4. 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, 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.

ADDITIONAL PROVISIONS:

The undersigned understands that the City of Green Cove Springs is NOT responsible for personal property which is lost, damaged, or stolen while on municipal premises or using facilities or equipment.

The undersigned understands that no accident or medical insurance is provided for 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, statements or inducements apart from the foregoing written 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:

