



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA OF CENTRAL FLORIDA PROGRAM WAIVER & CODE OF CONDUCT ACKNOWLEDGMENT

Acknowledgement of Receipt of Code of Conduct

_____, I, _____ hereby acknowledge that I have received a copy of the YMCA’s Notice
Initial of Code of Conduct including its impact on my YMCA Membership. The effective date of the Notice is March 1, 2018.
I understand that the YMCA of Central Florida may need to change its policies including but not limited to its Code of
Conduct from time to time. The YMCA of Central Florida commits to posting all material changes on our websites and
update the “Effective Date” so that you will always know our policies.

YOUTH SPORTS

Athletics and Head Injuries – Informed Consent

The Y is the leading organization focused on youth development, healthy living and social responsibility. As a part of our mission your child’s safety is extremely important, so we’d like to take a few minutes to share with you information about the risks of head injuries and some new requirements under Florida Law for youth sports organizations.

During its 2012 regular season the Florida Legislature passed House Bill 291 to ensure that parents, coaches and athletes are informed of the risks associated with head injuries and to mandate minimum standards for education, informed consent and re-entry after suspected injury.

The law requires the following:

- Education of athletic coaches, officials, administrators, and youth athletes and their parents or guardians of the nature and risk of concussion and head injury.
- The parent or guardian of a youth who is participating in athletic competition or who is a candidate for an athletic team to sign and return an informed consent each year before participating in athletic competition or engaging in any practice, tryout, workout, or other physical activity associated with the youth’s candidacy for an athletic team.
- Each youth athlete who has been removed from an activity may not return to practice or competition until the youth submits to the athletic coach a written medical clearance to return stating that the youth athlete no longer exhibits signs, symptoms, or behaviors consistent with a concussion or other head injury.
- Medical clearance must be authorized by the appropriate health care practitioner trained in the diagnosis, evaluation, and management of concussions as defined by the Sports Medicine Advisory Committee of the Florida High School Athletic Association.

Please sign and return the informed consent below to the YMCA staff. By signing below, I acknowledge that I have read this Consent Form and I understand the risks of brain injuries associated with participation in athletic activity. I am aware of the requirements of the State of Florida’s House Bill 291 – Youth Athletes and elect to participate.

Parent or Guardian Name (Print) _____

Name Parent or Guardian Signature _____

Date _____

As one of the nation’s largest providers of youth and family programs, the Y long has made the safety of children and all vulnerable populations a top priority. Providing a safe, secure environment for members and participants begins with knowing who has access to YMCAs through membership, which underscores the important of membership screening. The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation and remove visitation access.



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YMCA OF CENTRAL FLORIDA WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

EFFECTIVE APRIL 2018

In consideration for being permitted to utilize the 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 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

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 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 of Central Florida, 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 any way observing or using any facilities or equipment of the YMCA of Central Florida or participating in any program affiliated with the YMCA of Central Florida 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, DEATH, OR PROPERTY DAMAGE due to 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 thereon or participating in any program affiliated with the YMCA of Central Florida without respect to location including travel.

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:

Participant's Printed Name: _____

Participant/ Legal Guardian Signature: _____ Date: _____

Legal Guardian Printed Name: _____ Date: _____

<p>MEMBER# _____</p> <p>TO BE ENTERED BY YMCA STAFF</p>



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YMCA OF CENTRAL FLORIDA PHOTO/AUDIO VISUAL/ NARRATIVE RELEASE

EFFECTIVE APRIL 2018

I am 18 years of age or older. If not, my parent or legal guardian must consent and give permission on my behalf.

Consent.

For participation in activities to be conducted by the YMCA of Central Florida, consent must be provided, now and indefinitely, to the YMCA of Central Florida and collaborating third parties to make, reproduce, edit, broadcast or rebroadcast:

- video film or footage of me (or my dependent child),
- sound track recordings of me (or my dependent child),
- photo reproductions of me (or my dependent child),
- any narrative account of my (or my dependent child's) experience

Consent gives permission to use the above materials for publication, display, sale or exhibition in promotions, advertising, education and legitimate business uses. Use includes unlimited and unrestricted reproductions in any form and media, adaptations and/or revisions created for YMCA of Central Florida use.

I understand and agree there may be no compensation for this, and I will not make any claim for payment of any kind. I may, or may not be, identified in such reproductions; however, my name will not be used to endorse any particular commercial products or commercial services.

Ownership, Confidentiality, and Shared Use.

With respect to any of the above uses, I further agree:

- All uses shall belong to the YMCA of Central Florida and it may share them with others;
- There is no obligation of confidentiality
- YMCA of Central Florida and collaborating third parties will not be liable for any use or disclosure to a third party
- YMCA of Central Florida shall exclusively own all known or later existing rights to the uses worldwide.
- YMCA of Central Florida can use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose and without compensation to me.

Release from Liability.

I agree that my consent is irrevocable. I hereby release and discharge the YMCA of Central Florida, its related parties and those it has given permission to use the above, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, the use, or the shared use of the above materials.

Participant's Printed Name: _____

Age: _____

Participant/ Legal Guardian Signature: _____

Legal Guardian Printed Name: _____

Date: _____

MEMBER# _____ TO BE ENTERED BY YMCA STAFF
