



**Emerald Coast Fitness Foundation, Inc.**  
**GENERAL RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_, the undersigned participant or parent/guardian of \_\_\_\_\_ (minor child; (the "Participant"), who participates in any program or event at the Aquatic Center in Destin at 4345 Commons Drive West, Destin, Florida (the "Facility") acknowledge that by signing this document, I am releasing Emerald Coast Fitness Foundation, Inc., Mattie Kelly Arts Foundation, Inc., their officers, agents and employees, including instructors and coaches, (the "Releasees") from liability. This is a contract with legal consequences. I have been advised to read it carefully before signing and I acknowledge I have the right to have legal counsel review it before participating in the program.

IN CONSIDERATION OF, AND AS A CONDITION TO MY ENTERING, BEING PRESENT OR PARTICIPATING IN ANY PROGRAM OR EVENT AT THE FACILITY, I HEREBY KNOWINGLY AND INTENTIONALLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE, the Releasees from any and all claims, causes of action, suits, controversies or liabilities of any kind whatsoever against any of the Releasees which in any way directly or indirectly arise from or are connected with my entry, presence or participation at the Facility, or to the risks associated with a swimming pool, including, without limitation, any claim or cause of action involving death, mutilation, bodily injury, emotional distress, or loss or damage to property whether caused by the active, passive or grossly negligent act or omission of Releasees, myself or any other person or entity, and further, from any and all liability to me, my personal representatives, assigns, and heirs for any and all loss or damage, and any claims or demands therefore on account of injury to me or resulting in my death, whether caused by the negligence of the Releasees or otherwise, while I am present at the Facility or while participating in any activity at the Facility.

I HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees from any and all loss, liability, damage, or costs, including attorney's fees and costs, as a result of any claims, demands, actions, causes of action, damages, or judgments, that Releasees may incur arising out of, claimed on account of, or in any manner predicated upon my use of the Facility and/or while participating in any activity while at the Facility including any and all loss or damage to property, personal or otherwise, personal injury or death of any person, which occurs as a result of me, my guest(s)'s or my family member(s)'s use of the Facility or while participating in any activity at the Facility, even where the loss, damage, personal injury or death is caused or contributed to by the Releasees, whether caused by their negligence or otherwise.

I FURTHER HEREBY HOLD EACH OF THE RELEASED PARTIES HARMLESS from and against all of the above described claims, and hereby indemnify each of the Releasees with respect to any claim, cause of action, suit, controversy or liability of any kind whatsoever arising from my own acts or omissions in connection with my entry, presence or participation at the Facility, or to the risks associated with a swimming pool, whether my acts or omissions are actively, passively, or grossly negligent or intentional. I hereby covenant and agree to indemnify, protect, defend, hold and save harmless the Releasees, from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this Agreement. For and in consideration of the opportunity to participate in swimming and related activities at the Facility, I, my heirs, successors and assigns, forever release, hold harmless and indemnify the Releasees from any and all liability whatsoever for any personal property damage or for any personal injury that may result from said participation.

I agree, for myself, my heirs, successors and assigns, that the above representations are contractually binding and are not mere recitals, and that should I, my Personal Representative, heirs, successors or assigns, assert any claim in contravention of this Agreement, the asserting party shall be liable for the expenses (including reasonable attorney fees and costs) incurred by the other party or parties. This Agreement may not be modified orally, and waiver of any provision shall not be construed as a modification of any provision herein or as consent to any subsequent waiver or modification. I am at least 18 years of age and suffer from no physical, mental, legal or other disabilities that prevent me from fully understanding the terms of signing this Agreement.

PARTICIPANT (OR GUARDIAN) SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PARTICIPANT NAME (printed): \_\_\_\_\_ PARENT/GUARDIAN NAME (if participant is under 18): \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_