



BERNIE R. LEFEBVRE AQUATIC CENTER
1127 HOSPITAL ROAD
FORT WALTON BEACH, FL 32547



2023

ECFF PROGRAM REGISTRATION

PARTICIPANT NAME (FIRST): _____ **(LAST):** _____

PROGRAM: AQUACIZE \$35 LAP SWIM \$50 TOTAL FLEX \$55 FAMILY SWIM \$40 TEAM LAP \$15
(circle one)

BIRTHDATE: _____ **Male Female** **DATE OF REGISTRATION:** _____
(circle one)

ADDRESS: _____

HOME PHONE: _____ **WORK PHONE:** _____

CELL PHONE: _____ **EMAIL ADDRESS:** _____

EMERGENCY CONTACT (NAME & PHONE): _____

ANY HEALTH CONCERNS OR SPECIAL NEEDS THAT POOL STAFF SHOULD BE AWARE OF:

How did you learn about our pool? Word of Mouth Facebook/Instagram Google Search Other _____

I understand that I am registering to participate in the program listed above during only the designated times on the Pool Activity Schedule. I will make payment on a daily, monthly, or quarterly basis prior to that session and I understand that non-payment of program fees will result in being disallowed to participate until payment is made. No refunds, credits or pro-rations will be offered if I fail to attend any of the program sessions. Cancellation or rescheduling of program sessions by the ECFF and/or staff at the Bernie R. Lefebvre (BRLAC) Aquatic Center due to weather, mechanical, or safety issues beyond their control will not be reimbursed, refunded, nor pro-rated, although accommodations for attendance at substitute sessions will be offered whenever possible. I understand that the Bernie R. Lefebvre Aquatic Center does not provide a sauna or steam room, is not a spa, and that locker room facilities are provided for the convenience of program participants only. Locker use is limited to the time immediately before, during and after the above program time. I will cooperate with all BRLAC personnel, rules and regulations. I will conduct myself in a polite and generous manner, clean up after myself and take care not to cause any damage to the BRLAC. I will promptly report any observed damage, malfunction or cleanliness shortcomings to BRLAC personnel. I will read and sign the Indemnity and Hold Harmless Agreement and Photo/Video Release on the reverse side of this form.

Participant Signature (parent if under 18): _____ **Date:** _____

Continued on Reverse Side

OFFICE USE ONLY:

CA/CK/CC Amount	C	C	C	C	C	C	C	C	C	C	C	
Date paid:	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	
Staff Initials:	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____



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 Bernie R. Lefebvre Aquatic Center at 1127 Hospital Road, Fort Walton Beach, Florida, (the "Facility") acknowledge that by signing this document, I am releasing Emerald Coast Fitness Foundation, Inc., Liza Jackson Preparatory School, Mattie Kelly Arts Foundation, and the City of Fort Walton Beach, 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:** _____

PARENT/GUARDIAN NAME (if participant is under 18) _____

PHOTO/VIDEO RELEASE

I hereby grant permission for the ECFF to publish photos/images/videos of the above-named participant in press releases, newsletters, website and social media posts, and any other usage deemed appropriate by the ECFF to convey information about the programs and events taking place at ECFF facilities. I sign this release with the knowledge that any photos/images/videos posted electronically and in press releases can be downloaded and reprinted by other persons and organizations and I, therefore release ECFF from any liability arising from use of those photos/images/videos posted. I further understand that I can rescind this agreement by notifying the ECFF in writing of my intent to rescind permission for any usage of photos/images/videos taken and posted after the dated of rescission.

PARTICIPANT/GUARDIAN SIGNATURE: _____ **DATE:** _____