

## TAJ RENEE COMMUNITY AQUATIC CENTER 4345 COMMONS DRIVE WEST DESTIN, FLORIDA 32541



## 2023

## **ECFF PROGRAM REGISTRATION**

PARTICIPANT NAME: (FIRST): \_\_\_\_\_\_(LAST): \_\_\_\_\_\_

PROGRAM: (circle of TOTAL FLE	X \$60	JACIZE \$40 TEAM MEM Male Fema	BER LAP SW	/IM \$15		ARD \$100 EKLY PASS \$25	
ADDRESS:							
HOME PHONE:			WORK PHONE:				
CELL PHONE:			EMAIL ADDRESS:				
EMERGENCY CON	TACT (NAM	E & PHONE):_					
ANY HEALTH CONCERNS OR SPECIAL NEEDS THAT POOL STAFF SHOULD BE AWARE OF:							
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 Taj Renee Community Aquatic Center (TRCAC) 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 TRCAC 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 TRCAC 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 TRCAC. I will promptly report any observed damage, malfunction or cleanliness shortcomings to TRCAC 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:  How did you learn about our pool? Oword of Mouth OFacebook/Instagram OGoogle Search							
-	our pool? OW	ord of Mouth OFa	cebook/Instagra	am OGoogle Se	earch Oother_		
OFFICE USE ONLY: Amt Pd:	Jan Feb	Mar Apr Ma	y Jun Jul	Aug Sep	Oct Nov	Dec	
CA/CK/CC			 c c	c c	с с с		
Date paid: Staff Initials: Notes:					===	01/23	



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

GENERAL RELEASE, INDEMINITY, 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 Taj Renee Community Aquatic Center at 4345 Commons Drive W, Destin, Florida, (the "Facility acknowledge that by signing this document, I am releasing Emerald Coast Fitness Foundation, Inc., Liza Jackson Preparatory School, Mattie Kelly Ar Foundation, and the City of Fort Walton Beach, their officers, agents and employees, including instructors and coaches, (the "Releasees") fro 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 ha 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 FACILIT I HEREBY KNOWINGLY AND INTENTIONALLY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all claims, caus of action, suits, controversies or liabilities of any kind whatsoever against any of the Releasees which in any way directly or indirectly arise from 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, representatives, assigns, and heirs for any and all loss or damage, and any claims or demands therefore on account of injury to me 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 a 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 fees and costs, as a result of any claims, demands, actions, causes of action, damages, or judgments, that Releasees may incur arising out of, claims 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 a 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 refamily 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 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 ea 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 omissio in connection with my entry, presence or participation at the Facility, or to the risks associated with a swimming pool, whether my acts or omissio are actively, passively, or grossly negligent or intentional. I hereby covenant and agree to indemnify, protect, defend, hold and save harmless till Releasees, from any and all claims, actions, lawsuits and demands of any kind or nature arising out of this Agreement. For and in consideration the opportunity to participate in swimming and related activities at the Facility, I, my heirs, successors and assigns, forever release, hold harmle and indemnify the Releasees from any and all liability whatsoever for any personal property damage or for any personal injury that may result frosaid participation.
I agree, for myself, my heirs, successors and assigns, that the above representations are contractually binding and are not mere recitals, and the should I, my Personal Representative, heirs, successors or assigns, assert any claim in contravention of this Agreement, the asserting party shall liable for the expenses (including reasonable attorney fees and costs) incurred by the other party or parties. This Agreement may not be modificated or any provision shall not be construed as a modification of any provision herein or as consent to any subsequent waiver 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: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 as social media posts, and any other usage deemed appropriate by the ECFF to convey information about the programs and events taking place at EC facilities. I sign this release with the knowledge that any photos/images/videos posted electronically and in press releases can be downloaded as 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 photos/images/videos taken and posted after the dated of recission.

PARTICIPANT/GUARDIAN SIGNATURE:\_\_\_\_\_