

Indian Springs
LIABILITY RELEASE

I, the undersigned, for and in consideration of permission granted by the Tallahassee YMCA and YMCA Camp Indian Springs, hereinafter referred to as YMCA, for the undersigned to participate in activities as outlined by the YMCA, including but not limited to, spelunking activities above and below water surfaces and to engage in underwater diving activities, hereby hold harmless and release and forever discharge the YMCA, its: Board of Directors, committees, instructors (or their assistants), administrators, directors, agents, employees, members and any other individual (past, present and future) or entity associated with the aforementioned activities, from any and all claims, lawsuits or demands whatsoever, which may be brought by any person including but not limited to myself, my heirs, assigns, representatives, executioners, or agents arising from or resulting from my participation directly or indirectly in the aforementioned activities for any damage, injury, illness, or death caused to me.

I understand that spelunking and underwater diving exposes me to risk of injury and death. I freely and voluntarily assume any and all risk associated therewith. I understand and assume any and all risk and dangers associated with spelunking and underwater diving, including but not limited to death, drowning, decompression illnesses, embolisms, barotrauma, breathing gas toxicities, brain damage, serious medical and behavioral injuries, serious injury to bones, joints, ligaments, muscles, tendons and any other physiologic component to my muscle-skeletal system and serious injury or impairment to any other component of my body, mind, health and well being. I am aware of the risk and assume all liability of risk connected with spelunking and underwater diving. I am aware these activities are in remote areas and that emergency assistance and definitive treatment are not readily available and will not hold anyone responsible for any delay in my receiving treatment.

I hereby affirm that I am physically, medically, and psychologically fit for these activities and that I have confirmed with appropriately trained professionals to assess my fitness for these activities and have been authorized by those professionals to participate. I hereby affirm that I have the knowledge, skill, experience and equipment necessary to conduct these activities, regardless of whether I am participating in this activity as a training event or not. I agree to follow the safe practices, rules and regulations applicable to the activities I participate in. I agree to follow the applicable directions of the individual in charge of the activities I participate in.

I hereby affirm that I currently possess personal medical insurance that covers injuries related to underwater diving activities. I agree to abstain from all diving activities that preclude medical insurance coverage or if I do not have medical insurance coverage at the time of the activity. I understand the purchase of personal medical insurance is my responsibility and the cost for any emergency response or medical treatment required by me as a result of my participation with any program associated with spelunking, underwater diving or the YMCA, is my sole responsibility.

IT IS MY INTENTION BY SIGNING THIS DOCUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELIEVE THE YMCA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, GUIDES, AND PROPERTY (WHETHER OWNED, OPERATED, LEASED OR CHARTERED) AND TO HOLD THESE ENTITIES HARMLESS FROM ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OF ANY KIND AND I ASSUME ALL RISK IN CONNECTION WITH SPELUNKING AND UNDERWATER DIVING ACTIVITIES. I WILL NOT SUE ANY PERSON AS A RESULT OF MY PARTICIPATION IN THESE ACTIVITIES.

I HAVE READ AND UNDERSTAND THE FOREGOING IN ITS ENTIRETY AND AGREE TO THE TERMS AND CONDITIONS HEREIN ABOVE. I AM AWARE IT IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE YMCA SET FORTH ON BEHALF OF MYSELF, MY HEIRS, AND MY PERSONAL REPRESENTATIVES. I SIGN IT OF MY OWN FREE WILL AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF ACTIVITIES LISTED ON THIS FORM.

Date: ____/____/____.

For the period of _____ - _____.

Participant: _____

Participant Signature: _____

Address: _____

Witness: _____

City: _____ ST: ____ Zip: _____

Guide: _____