



Winter Garden Parks & Recreation  
310 North Dillard Street  
Winter Garden, FL 34787  
P: 407.656.4155 F: 407.656.6504  
www.wintergarden-fl.gov

**Participant Membership Form**

It is required that individuals or families that wish to participate in a program offered by the Winter Garden Parks & Recreation Department complete this participant membership form. There is no membership fee to process this form; however, individual program fees will apply for any programs selected. Upon completing this form, participants will have the convenience to register for most programs via the online registration system. Please only submit this form one time unless contact information changes.

**Parent/Legal Guardian Information:**

Parent/Legal Guardian Name: _____		
Last		First
Physical Address: _____		
City: _____	State: _____	Zip: _____
Phone: (Home) _____	(Work) _____	(Cell) _____
Email Address: _____		
Date of Birth: _____		Gender: _____

Parent/Legal Guardian Name: _____		
Last		First
<i>Please only complete the address fields if parents/legal guardians reside at different addresses.</i>		
Physical Address: _____		
City: _____	State: _____	Zip: _____
Phone: (Home) _____	(Work) _____	(Cell) _____
Email Address: _____		
Date of Birth: _____		Gender: _____

**Emergency Contact Information:**

Name: _____		Relation: _____
Phone: (Home) _____	(Work) _____	(Cell) _____
Name: _____		Relation: _____
Phone: (Home) _____	(Work) _____	(Cell) _____



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**Children or Other Family Members:**

Households that will have youth participants registering for programs must complete ALL fields on page one of this form and all applicable fields in the boxes below.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Gender: \_\_\_\_\_ Allergies/Special Conditions: \_\_\_\_\_  
Please list any special needs: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Gender: \_\_\_\_\_ Allergies/Special Conditions: \_\_\_\_\_  
Please list any special needs: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Gender: \_\_\_\_\_ Allergies/Special Conditions: \_\_\_\_\_  
Please list any special needs: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Gender: \_\_\_\_\_ Allergies/Special Conditions: \_\_\_\_\_  
Please list any special needs: \_\_\_\_\_

**Disclaimer:**

*Youth program participants are often in situations where a parent or guardian may not be immediately available. In the rare instance that emergency personnel may be called, this information will be used to assist them. To ensure your child has the best experience possible, birthdates are required to assign youth participants to the proper age division and programs.*

**Waiver of Liability, Assumption of Risk, and Indemnity Agreement: READ CAREFULLY BEFORE SIGNING**

**Participation Waiver:** In consideration of the opportunity to participate in any of the activities ("Activities"), listed in the attached Exhibit A (on following page), provided by the City of Winter Garden, I, for myself, my family, my children, my heirs, my estate, my personal representatives and assigns (hereinafter collectively referred to as "Participant"), **do hereby completely and fully release, waive, covenant not to sue, and forever discharge** the City of Winter Garden, its elected and appointed officials, and its officers, employees and agents (collectively hereinafter "the City"), from all liability, responsibility, actions, damage, costs and claims for personal injury, accidents, illnesses, death, and property damage and loss (hereinafter collectively referred to as "Injuries and Loss"), arising from, related to, or in any way connected to participation in any of the Activities, including, without limitation, travel to or from any of the Activities, use of photographs and images taken of Participant while participating in Activities, use of any equipment associated or used in conjunction with any of the Activities, and including Injuries and Loss which may be suffered by Participant before, during or after any of the Activities. **Participant understands that this waiver includes any claims based on negligence.**

Participant freely accepts and fully assumes all such risks, dangers, and hazards and the possibility of personal and bodily injury, death, property damage, and loss resulting from such risks, dangers and hazards. Participant agrees that it is Participant's responsibility to familiarize him or herself with environment and health and safety requirements applicable to the Activities in which Participant will participate. Additionally, Participant understands and fully accepts that if the Participant chooses to participate in any activity that is not one of the listed Activities that the Participant is fully responsible for the consequences of Participant's conduct and fully assumes all risks associated therewith. Participant hereby grants permission, without further notice and compensation, to the City of Winter Garden and its employees and agents, to use photographs and digital images taken of Participant while conducting Activities for use in news releases, publications, educational materials, and other printed or electronic communications, or any combination thereof. Participant agrees that his/her name and identity may be revealed in descriptive text or commentary in connection with the image(s), and waives the right to inspect or approve the finished product, including written or electronic copy, wherein his/her likeness appears.

Participant acknowledges and further accepts the responsibility of discussing Participant's participation in any of the listed Activities with Participant's physician and to obtain adequate medical, health, dental, travel and all other forms of insurance that may apply. Participant agrees the City is not responsible for obtaining insurance for any Participant.

**Facility Use Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of any facility owned, leased, rented, and/or used by the City, the Participant **does hereby release, waive, covenant not to sue, and discharge** the City from all liability, responsibility and claims for personal injury, accidents, loss, illnesses, death, and property damage or loss arising from, related to, or in any way connected to participation in any of the listed Activities, including use of the City's facilities, premises, and equipment.

**Assumption of Risks:** Participation in any of the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The City has facilities for and provides for activities such as weight lifting, running, swimming, aerobic activities, various classes and sporting activities. Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular and skeletal systems. The specific risks vary from one activity to another, including, but not limited to: 1) minor injuries such as scratches, bruises, sprains, and broken bones to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

Participant knows of no physical limitation which should keep Participant from participating in any of the Activities. **The undersigned has read the previous paragraphs and knows, understands, and appreciates these and other risks that are inherent in the Activities. Participant hereby asserts that the Participant's participation is voluntary and that Participant knowingly assumes all such risks, whether foreseen or unforeseen.** Participant agrees to abide by all City policies and rules regarding Participant's participation in any of the Activities.

**Indemnification and Hold Harmless:** Participant also agrees to INDEMNIFY AND HOLD the City HARMLESS from any and all claims, disputes, actions, suits, procedures, costs, expenses, damages, injuries, and liabilities, including attorney's fees (both at the litigation and appellate levels), relating to or arising from Participant's involvement in any of the Activities, and to reimburse the City for any such fees, costs and expenses incurred by the City.

**Severability:** Participant further expressly agrees that the foregoing waiver, assumption of risks, indemnification and hold harmless provisions of this document are intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion thereof is held invalid or unenforceable, it is agreed that the balance shall remain and continue in full legal force and effect.

**Acknowledgment of Understanding:** The undersigned has read these waivers of liability, assumption of risks, and indemnity and hold harmless provisions, fully understands them, and **understands that Participant is giving up substantial rights, including Participant's right to sue.** The undersigned acknowledges that the undersigned is signing this document on behalf of the Participant freely and voluntarily, and **intends this, by the undersigned's signature, to be a complete and unconditional release of all liability and responsibility** on the part of the City to the greatest extent allowed by law. The undersigned further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made by the City, but if made, the undersigned has not, and will not, rely on such.

\_\_\_\_\_  
Signature of Participant or Parent (if participant is a minor)      Date

\_\_\_\_\_  
Print Participant/Parent Name

\_\_\_\_\_  
Name of Family Member 2

\_\_\_\_\_  
Name of Family Member 3

\_\_\_\_\_  
Name of Family Member 4

\_\_\_\_\_  
Name of Family Member 5

**Exhibit A to Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

The following is a list of activities that are or have been provided by the City of Winter Garden's Park and Recreation Department and is to be included in the definition of "Activities" as discussed in the Waiver of Liability, Assumption of Risk, and Indemnity Agreement:

1. Swim Lessons;
2. Synchronized Swimming
3. Water Aerobics
4. Swim team and League;
5. CPR and Lifeguarding Classes;
6. Junior Lifeguard Classes;
7. Fitness Classes and Camps;
8. Youth Day Camps;
9. Youth and Adult Softball;
10. After-School Activities;
11. Tutoring Programs;
12. Sewing Instruction;
13. Book Clubs;
14. Yoga and Yogilates;
15. Archery;
16. Scrapbooking;
17. Cooking Classes;
18. Martial Art Instruction;
19. Floral Arranging;
20. Lectures;
21. Fishing;
22. Boat Tours;
23. Parade Participants;
24. Vendors for Special Events;
25. Talent Shows;
26. Water Polo;
27. Pilates;
28. Day Trips;
29. Luncheons;
30. Walking Activities;
31. Board Games;
32. Card Games;
33. Bridge Clubs;
34. Dog Obedience Classes;
35. Youth and Adult Baseball;
36. Basketball (Including, but not limited to, instructional, league and contests);
37. Art Classes of Various Mediums;
38. Adult and Youth Soccer;
39. After-School Feeding Programs for Minors;
40. Acting Classes;
41. Fencing;
42. Tai Chi;
43. Volleyball;
44. Golf;
45. Flag Football;
46. Tennis;
47. Dance Classes;
48. Woodworking;
49. Photography;
50. Music Instruction;
51. Noncontact Kickboxing;
52. Writing Classes;
53. Horticulture Classes;
54. Pre-School Activities;
55. Lamaze Classes;
56. Nature Interpretation Classes;
57. Foreign Language Instruction;
58. Sign Language;
59. Activity Classes for Individuals with Special Needs;
60. Computer Classes;
61. Lacrosse;
62. Quilting;
63. Racquetball;
64. Cheerleading;
65. Facility Rentals;
66. Birthday Party Celebrations;
67. Weight Loss Clinics.
68. Adult Kickball
69. Cornhole/Bean Bag Toss
70. Video Game Programs or Instruction
71. Herbal Health/Aromatherapy