

# 2023



# February 11th

## 9AM - 12PM

South Ormond Neighborhood Center  
176 Division Avenue



# KICKOFF & WEIGH-IN

# MAYOR'S HEALTH & FITNESS CHALLENGE

Pre-registration is recommended, but will be available at the KICKOFF.

Open to City Residents, City Employees and their families.

(proof of residency within incorporated Ormond Beach required)

Individual: \$35

Family: \$70 up to 3 children, 18 and under

### INFORMATION:

[www.ormondbeach.org/MHFC](http://www.ormondbeach.org/MHFC)

(386) 676-3241

[MHFC@ormondbeach.org](mailto:MHFC@ormondbeach.org)

Weigh-in,  
meet the event sponsors,  
perks & wellness partners,  
make new friends,  
and get your goody bag & t-shirt.



**Florida  
Health Care  
Plans**



An Independent Licensee of the Blue Cross and Blue Shield Association



# HALIFAX HEALTH



New Journey  
CHIROPRACTIC





# Registration Form

The 2023 Mayor's Health & Fitness Challenge is an 8 week citywide challenge that is open to city employees and city residents (proof of residency within incorporated Ormond Beach required).

Individual (\$35)   
  Family (\$70) up to 3 children   
  City Employee (fee waived)  
 (please check all that apply)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_

Email: \_\_\_\_\_

Registrant Shirt Size <small>(circle one per person)</small>	S	M	L	XL	XXL
First and Last Name of Additional Adult:	S	M	L	XL	XXL
First and Last Names of Children:	S	M	L	XL	XXL
	S	M	L	XL	XXL
	S	M	L	XL	XXL
	S	M	L	XL	XXL

**Policies:**

- Sign and return the Recreational Program Participation Release & Waiver of Liability.
- For children under 18, an additional Youth Waiver Form is required.
- To be eligible for awards, adult participants must complete beginning and ending biometric screenings.
- City Employees must complete beginning and ending biometric screenings, to be eligible for HSA contribution.
- Registration fee is refunded in full if (1) the event is cancelled, (2) the participant becomes unable to safely participate, or (3) the registration is rejected.

**Event updates and reminders will be emailed to you and posted on**  
[www.ormondbeach.org/MHFC](http://www.ormondbeach.org/MHFC)

**RECREATIONAL PROGRAM PARTICIPATION**

The undersigned hereby requests that they be allowed to participate in the recreation programs provided by the City

**RELEASE AND WAIVER OF LIABILITY, INDEMNITY AGREEMENT, PHOTO RELEASE AND MEDICAL AUTHORIZATION**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of my participation in the recreation programs provided by the City (the "Program") I, the undersigned and above-named participant, agree to the following: I expressly understand, agree and acknowledge that participation in the Program could result in bodily injury, death, and/or property damage. I hereby assume full responsibility for any risk of bodily injury, death, and/or property damage due to the negligence of the City of Ormond Beach including, but not limited to, its respective departments, representatives, affiliates, officials, agents, officers, employees, specialists, contractors, coaches, and volunteers (the "City"). Further, I expressly agree not to make any claim, suit, action, or other demand for damages against the City for any bodily injury, death, or property damage connected to or resulting, in whole or part, from the negligence of the City whether occurring before or after the date this Release and Waiver of Liability is signed; ANY AND ALL SUCH CLAIMS, SUITS, ACTIONS, AND DEMANDS AGAINST THE CITY BEING HEREBY EXPRESSLY AND IRREVOCABLY RELEASED AND WAIVED REGARDLESS OF THE CAUSE.

Further, I agree to hold harmless and fully indemnify and defend the City from any and all causes of action, claims, damages, costs including but not limited to attorney's fees and costs, which may arise from or be connected to my participation in the Program, even if the damages, injuries, or death are caused by the negligence of the City.

Relating to Coronavirus/COVID-19

COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to, or infected by COVID-19 by participating in this program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 in this program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Ormond Beach employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation in this program. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless City of Ormond Beach, its employees, agents, volunteers and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of City of Ormond Beach, its employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of Ormond Beach program. I also understand by not signing this release, my child(ren) or I will not be able to participate in this program.

I certify that I am physically fit for participation in the Program and have the skill level required in connection with the Program, and have not been advised otherwise. I give permission to receive any necessary medical treatment if injured during the Program.

I also give the City of Ormond Beach permission to use/take a photograph of me for the use of publicity of the Program without compensation, I hereby waive any claim that may arise or be connected to the use/taking of said photograph.

The foregoing Release and Waiver of Liability, Indemnity Agreement, Photo Release, and Medical Authorization are intended to be as broad and inclusive as is permitted by law. In the event any part thereof is held to be invalid, that part of the Release and Waiver of Liability, Indemnity Agreement, Photo Release, and Medical Authorization, which is not invalid, shall remain in full force and effect.

I am competent, of sound mind, and freely, voluntarily, and knowingly signed my name hereto after having read the Release and Waiver of Liability, Indemnity Agreement Photo Release, and Medical Authorization. No oral representations, statements, or inducements have been made. I agree to abide by all rules and regulations adopted by the Leisure Services Department and all City of Ormond Beach ordinances.

**ADULT PARTICIPANT SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

**ADULT PARTICIPANT #2 SIGNATURE:** \_\_\_\_\_ Date: \_\_\_\_\_

1<sup>st</sup> Adult Witness: \_\_\_\_\_ 2<sup>nd</sup> Adult Witness: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE: This form must be signed, dated and witnessed by two adults or signed in front of City staff.**

# **YOUTH WAIVER FORM**

Parent/Guardian: \_\_\_\_\_  
Child: \_\_\_\_\_  
Child: \_\_\_\_\_  
Child: \_\_\_\_\_

## **TERMS AND CONDITIONS OF YOUTH PARTICIPATION-READ CAREFULLY BEFORE SIGNING**

I in consideration of my minor child, minor children or ward ("child") being permitted to participate in the Mayor's Health and Fitness Challenge (the "Challenge") I, the undersigned, hereby, after reading the Authorization, Photo Release, Release and Waiver of Liability, Indemnification, Assumption of the Risk and Notice completely and carefully, acknowledge that participation in the Challenge by my child is entirely voluntary, and understand and agree as follows:

### **PHYSICAL CONDITION/MEDICAL AUTHORIZATION**

I hereby certify that my child is physically fit for participation in the Challenge and has the skill level required in connection with the Challenge, and I have not been advised otherwise. I hereby give permission for my child to receive any necessary medical treatment if injured during the Challenge.

### **PHOTO RELEASE**

The City of Ormond Beach, its respective departments, representatives, affiliates, officials, agents, officers, employees, specialists, contractors, coaches, and volunteers ("Released Parties") have my permission to use/take a photograph of my child for the use of publicity of the Challenge without compensation. I hereby waive any claim that may arise or be connected to the use/taking of my child's photograph.

### **PERMISSION TO PARTICIPATE, RELEASE AND WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF RISK**

I understand that there is inherent risk in the Challenge and that inherent risk means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care and includes failure by the activity coordinator to warn me or my child of an inherent risk or the risk that the participant or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of my child.

I understand that the Challenge may actually be organized, directed and presented by an individual performing those duties as an independent contractor or specialist using City property. I further understand that the Authorization, Photo Release, Release and Waiver of Liability, Indemnification, Assumption of the Risk, and Notice apply to all City of Ormond Beach programs that my child participates in during the Challenge.

I, the undersigned, as the parent or legal guardian of my child, do hereby give my full consent and approval for my child to participate in the Challenge. I understand that there are certain risks of damages and injuries, including death, inherent in the Challenge, as well as in any transportation in City owned or non-owned vehicles that may be part of the program and in other related activities incidental to my child's participation, and I am willing to assume these risks on behalf of myself and my child. These risks include, but are not limited to, those hazards associated with weather conditions, travel, playing conditions, equipment, and other participants. I hereby assume full responsibility for any risk of bodily injury, death, and/or property damage, even if due to the negligence of the Released Parties.

Further, I agree that in consideration for my child's participation in the Challenge that I shall waive, release, discharge, agree not to sue, and hold harmless, fully indemnify and defend the Released Parties from any and all causes of action, claims, damages, costs including but not limited to attorney's fees and costs, for any and all bodily injury, death, and property damage, which may arise from, result from, or be connected to my child's participation in the Challenge whether occurring before or after the date this document is signed, even if the damages, injuries or death are caused in whole or in part by the negligence of the Released Parties. ANY AND ALL SUCH CLAIMS, SUITS, ACTIONS, AND DEMANDS AGAINST THE RELEASED PARTIES BEING HEREBY EXPRESSLY AND IRREVOCABLY RELEASED AND WAIVED REGARDLESS OF THE CAUSE.

Nothing contained herein is intended nor shall be construed to waive the Released Parties' rights and immunities under the common law or Section 768.28 Florida Statutes.

**NOTICE TO THE MINOR CHILD'S NATURAL PARENT OR GUARDIAN(S)  
PLEASE READ BEFORE SIGNING**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF ORMOND BEACH, ITS EMPLOYEES, AFFILIATES, AND/OR AGENTS, USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF ORMOND BEACH ITS EMPLOYEES, AFFILIATES, AND/OR AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF ORMOND BEACH, ITS EMPLOYEES, AFFILIATES, AND/OR AGENTS, HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. FLA. STAT. § 744.301.

By signing below, I certify that: (1) I have fully and completely read and understand the above; (2) I am 18 years of age or older, (3) I am the legal guardian of the child identified above, (4) the information set forth above pertaining to my child is true and complete, (5) I consent and agree to all of the foregoing on behalf of myself and my child identified above, (6) I am competent, of sound mind, and freely, voluntarily, and knowingly signed my name hereto after having read the foregoing Authorization, Photo Release, Release and Waiver of Liability, Indemnification, Assumption of the Risk and Notice, (7) No oral representations, statements, or inducements have been made, (8) I agree that the Authorization, Photo Release and Release and Waiver of Liability, Indemnification, Assumption of the Risk, and Notice are intended to be as broad and inclusive as is permitted by the laws of Florida and that if any portion is held invalid, I agree that the balance shall notwithstanding, continue in full legal force and effect, and (9) I agree that my child and I shall abide by all rules and regulations adopted by the Challenge and all City ordinances.

**Parent/Guardian Signature:** \_\_\_\_\_ Date: \_\_\_\_\_

1<sup>st</sup> Adult Witness: \_\_\_\_\_ 2<sup>nd</sup> Adult Witness: \_\_\_\_\_ Date: \_\_\_\_\_

<b>*COURT PAPERS ARE REQUIRED IF THE LEGAL CUSTODIAN SECTION IS SIGNED.</b>	
DATE: _____	*LEGAL CUSTODIAN: _____
_____ 1 <sup>st</sup> Witness	_____ 2 <sup>nd</sup> Witness