

MEMBERSHIP FORM

| Name: | | _ DOB: |
|---|-------------|-----------|
| Street Address: | | |
| City: | State: | Zip Code: |
| Home Phone: | Cell Phone: | |
| Email: | | |
| Emergency Contact #1: | | Phone: |
| Emergency Contact #2: | | Phone: |
| (Optional): Are you a Veteran: Are you the spouse of a Veteran: | | |
| | | |

DISCLOSURES

- Fitness Program I assume all risk and responsibility for my health and well-being and I, for myself, my heirs, successors, and assigns, hereby forever release and hold harmless the Town of West Newbury, the facility, the instructor(s) or any persons involved with this program from any and all liability for any personal injury or death or any other damages whatsoever suffered by me as a result of my participation therein.
- Transportation Program I recognize and acknowledge that there are certain risks of physical injury to vehicle passengers, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of participating in the transportation program.
- Photo Release Your photo may be taken during programs and events. I grant permission for the West Newbury Council on Aging to use my photo for newsletters, social media, web site or other media.
- Release of Claims, Indemnity and Hold Harmless Agreement Please read this section on the reverse side thoroughly before completing and signing.

Signature: _

Date:

Release of Claims, Indemnity and Hold Harmless Agreement

Please read this section thoroughly before completing and signing

I acknowledge that participation in this program activity may involve risk of sickness, injury or death. I hereby waive and release all rights and claims against the Town of West Newbury, its officers, employees, agents, volunteers and supervisors ("Releasees") from all losses, injury, damages, fees and other expenses that may arise, directly or indirectly, from participation in the program activity. I hereby further covenant for myself, my personal representative, heirs and assigns, not to sue the Releasees, on account of any such claim, action, demand or liability. I further acknowledge that my acts are voluntary and may expose me or my property to injury, damage or risks. I therefore am deciding to participate assuming all risk of injury (or death) to my person or damage to my property arising from said activities and assume and agree to pay all damages and costs that occur as a result of my acts. I am fully aware that by signing this document I am releasing the Releasees from any and all liability.

I further agree to indemnify, reimburse, defend and hold harmless the Releasees against any and all legal claims and proceedings of any description that may be asserted, directly or indirectly, including damages, costs and attorneys' fees, arising from personal injuries (or death) to myself or others, and/or property damage resulting from said program activity.

I am fully aware that by signing this document I am releasing the Releasees from any and all liability that may arise as a result of intentional or negligent acts of these parties. Additionally, it is my intent to release the Releasees from all liability and to defend and indemnify the Releasees for liability relating to any accident, property damage, injuries and/or death that may occur as a result of said activity.

This document shall be governed by and construed under the Laws of the Commonwealth of Massachusetts.

Town of West Newbury | Council on Aging | SAGE Center

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