

WAIVER AND RELEASE - PLEASE READ CAREFULLY

I on behalf of myself and my family ("I"), the undersigned, upon joining the Dave and Mary Alper Jewish Community Center, Inc. ("Alper JCC") agree to abide by the policies, rules, and by-laws of the Alper JCC. I understand that membership services may be limited or terminated upon violation of these rules.

I understand that engaging in the different activities and programs at the Alper JCC, or otherwise connected with the Alper JCC, are done at my own accord, and that it is my sole responsibility to ensure that I am in the proper physical condition to engage in such activities or programs. I understand and acknowledge that participation in the programs offered by the Alper JCC, or otherwise connected with the Alper JCC, could in some circumstances result in physical injury, including death, despite all safety precautions, and that I assume all risks and hazards incidental to the programs or activities in which I engage. I hereby release, indemnify and hold harmless the Alper JCC and any and all of its servants, agents, contractors or employees, including but not limited to any and all of the instructors of any and all programs offered by the Alper JCC or connected with the Alper JCC, from and for any and all actions or causes of actions, claims, damages, demands by the registrants heirs/executors, administrators or assigns, for, upon, or by reason of any damage, loss or injury (including death) to the registrant or their property which may be sustained as a consequence of the registrant attending at or participating in any and all of the programs, or any other activity connected with the Alper JCC, including use of the facilities and equipment and transportation to and from these programs, notwithstanding any such damage, loss or injury (including death) may have arisen out of the negligent acts or omissions or the gross negligence of the Alper JCC, and any and all of its servants, agents, contractors or employees, including but not limited to any and all of the instructors of the programs

I understand and acknowledge that the Alper JCC is not liable for any loss, damage or theft of personal property where-soever located, and not limited to personal property left in lockers, storage, parking lot or in any other area of the Alper JCC and I hereby expressly waive any claim(s) which I may have against the Alper JCC arising from or as a result of any such loss, damage or theft.

I permit the free use by the Alper JCC in any manner whatsoever of my name and family members' name(s) and photos, without compensation paid to me or my family members.

I understand that membership must be paid in full for 12 months from the enrollment date (3 months for trial memberships) regardless of partial payments by installments. I understand that monthly membership is a continuous membership and will remain in effect as long as the terms of this agreement are met. I understand that I cannot terminate my monthly membership for the first 12 months. After the completion of the first 12 months, if I wish to terminate my membership, I must give the Alper JCC 30 days written notice in advance of the termination of my membership. I understand that I am fully responsible for payment of the entire membership fee through the date of termination and that there will be a \$25 fee for non-sufficient funds or declined credit card charges. I understand that membership is neither refundable nor transferable.

If the member is under the age of eighteen (18), this form must be signed by a parent/guardian.

Signature

Date

Print Name

Spouse _____ Child _____

Child _____ Child _____

I am the parent/guardian of _____ who is under the age of eighteen (18) and agree to be responsible for all fees, costs, liabilities and expenses incurred under the terms and conditions of this Membership Application.

Signature of Parent