



# CITY OF MORGAN HILL AND YMCA OF SILICON VALLEY: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA and City of Morgan Hill (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in recreation programs including classes where the participants supply their own equipment, or participation in any off-site program affiliated with the YMCA or City of Morgan Hill, the undersigned, for himself or herself and such participating children and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA or City of Morgan Hill for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment, including equipment supplied by the participant, thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA AND CITY OF MORGAN HILL FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE RECREATION PROGRAM AFFILIATED WITH THE YMCA OR CITY OF MORGAN HILL, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, AND DISCHARGES the YMCA, its directors, officers, employees, and agents, and City of Morgan Hill elected officials, officers, employees, agents and representatives (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment, including equipment supplied by the participant, therein or participating in any program affiliated with the YMCA or City of Morgan Hill.
2. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY CONVENANTS NOT TO SUE either the YMCA, its directors, officers, employees, and agents, or City of Morgan Hill elected officials, officers, employees, agents and representatives (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment, including equipment supplied by the participant, therein or participating in any program affiliated with the YMCA or City of Morgan Hill.
3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned or such children in, upon or about the YMCA or City of Morgan Hill premises or in any way observing or using any facilities or equipment, including equipment supplied by the participant, of the YMCA or City of Morgan Hill or participating in any program affiliated with the YMCA and City of Morgan Hill whether caused by the negligence of the releasees or otherwise.
4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about or upon the premises of the YMCA or City of Morgan Hill and/or while using the premises or any facilities or equipment, including equipment supplied by the participant, thereon or participating in any program affiliated with the YMCA or City of Morgan Hill.
5. THE UNDERSIGNED, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY consents to and authorizes the use and reproduction of any and all photographs and video which have been taken of the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for the promotional purposes of the YMCA and City of Morgan Hill, or anyone authorized by the YMCA or City of Morgan Hill. The undersigned understands that no reimbursement will be given for allowing the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin's photo or video to be taken and the use of the photo or video.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made. **I HAVE READ THIS RELEASE.**

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Signature of Applicant/Parent

Print Name of Applicant/Parent

Date

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Print Name of Child in Program (If Applicable)

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Signature of Applicant/Parent

Print Name of Applicant/Parent

Date

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Print Name of Child in Program (If Applicable)



# MEMBERSHIP CHANGE REQUEST & RECEIPT FORM

Centennial Recreation Center – 171 W. Edmundson Ave. Morgan Hill, CA 95037 – (408) 782-2128 – www.mhrc.com

Transaction Type (Check All Applicable):	
<input type="checkbox"/> New Membership	
<input type="checkbox"/> Annual Renewal	
<input type="checkbox"/> Change Membership Type	
From: _____ To: _____	
<input type="checkbox"/> Adding new member to existing membership	
<input type="checkbox"/> Switching members on account	
<input type="checkbox"/> Reinstatement	
<input type="checkbox"/> Other: _____	

Today's Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

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

*A 15 working day notice is required  
to make changes to bank drafts.*

PRIMARY MEMBER INFORMATION	MEMBERSHIP CHANGE (Add <input type="checkbox"/> or Delete <input 5px;"="" padding:="" type="checkbox/&gt;)&lt;/th&gt; &lt;/tr&gt; &lt;tr&gt; &lt;td style="/> Name: _____ <td style="padding: 5px;">Name: _____</td>	Name: _____
Address: _____	Date of Birth: _____	
Home Phone: _____	<input type="checkbox"/> Male <input type="checkbox"/> Female / <input type="checkbox"/> 21yrs & Under <input type="checkbox"/> 22yrs+	
Alternate Phone: _____	Alternate Phone: _____	
Email: _____	Email: _____	
<i>*If changing primary member please list below.</i>	<b>MEMBERSHIP CHANGE</b> (Add <input type="checkbox"/> or Delete <input 5px;"="" padding:="" type="checkbox/&gt;)&lt;/td&gt; &lt;/tr&gt; &lt;tr&gt; &lt;td style="/> Current Primary: _____	Name: _____
New Primary: _____	Date of Birth: _____	
	<input type="checkbox"/> Male <input type="checkbox"/> Female / <input type="checkbox"/> 21yrs & Under <input type="checkbox"/> 22yrs+	
	Alternate Phone: _____	
	Email: _____	

## PAYMENT

If we do not receive a downgrade request within 15 days prior to the member's next draft date, the account will be drafted for the full amount and there will be no refunds issued. The downgrade will be processed the following month. If you have an annual membership, you must put in your change in by the 15<sup>th</sup> of the month to have it effective by the 1<sup>st</sup> of the following month.

**MEMBER TYPE:** \_\_\_\_\_

**PROCESSING FEES**

- New Membership-
  - \$75 Adult/Special Hours
  - \$100 Family/Couples Special Hours
- Upgrade- \$25 to Family/Couples Special Hours
- Rejected Bank Draft Fee- \$31

	AMOUNT	DATES
Processing Fee: \$ _____		
Prorate Fee: \$ _____		_____
Membership: \$ _____		_____
Other Fee \$ _____		
(Explain) _____		
<b>TOTAL:</b> \$ _____		
	_____	_____

**NOTES:** \_\_\_\_\_

**MEMBER SIGNATURE:** \_\_\_\_\_

