



**Member**

\_\_\_\_\_ First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_ Employer \_\_\_\_\_

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Email Address \_\_\_\_\_

Gender:  M  F Ethnicity:  African American  Asian  Bi-Racial  Caucasian  Hispanic  Native American Date of Birth: \_\_\_\_\_ mm \_\_\_\_\_ dd \_\_\_\_\_ yyyy

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Mobile Phone \_\_\_\_\_

**Contact Information**

**Emergency Contact**

\_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

\_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Employer \_\_\_\_\_ Work Phone \_\_\_\_\_

Email \_\_\_\_\_ Relationship to Member \_\_\_\_\_

**Boys & Girls Club of Kenosha (BGCK) Indemnity Clause**

In consideration of participating at the BGCK, and for the good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence BGCK and its directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows.

1. I acknowledge that the BGCK involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to: physical injuries (actions that might result in injury), medical conditions resulting from physical activity, and damaged clothing or other property, virus epidemics or other health issues affecting the public or members I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe the event conditions are unsafe or that I am unable to participate due to physical or mental conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs to enforce this agreement.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity or else I am willing to assume and bear- and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' grounds are located, and I further agree that the substantive law of the state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

8. I understand that my picture/video may be taken by any BGCK staff, volunteer, sponsor or any other BGCK program colleague for media and/or public relations including, without limitation, use on sponsor owned and operated websites, social media sites, and print and digital media, and allow for these representations, as well as my e-mail to be used for media and/or public relations purposes unless I submit a statement to the contrary to appropriate BGCK staff (this does not include volunteer coaching staff). I give permission for the BGCK to share my contact information with a third party for the purpose of promoting and marketing non-BGCK programs.

9. I understand that the BGCK will not be responsible for lost or stolen articles.

10. I understand that I may be asked to complete survey information regarding programming for evaluation purposes and agree to allow me to participate in such.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Signature \_\_\_\_\_ Date \_\_\_\_\_

For Office Use Only	MEM#: _____	ENROLLDATE: _____
EXPDATE: _____	NEW/RENEW? _____	FEE: _____ STAFFINT: _____

The Boys & Girls Club does not discriminate on the basis of race, color, sex, age, handicap, religion, income, sexual orientation, or national origin. Any person who believes that he or she has been discriminated against in anyway should contact the Chief Executive Officer at 262.654.6200 or write to 1330 52<sup>nd</sup> Street, Kenosha, WI 53140