

DAY USE AGREEMENT

This form relates to the Grad Night party contract between Franklin HS PTA and the Mittleman Jewish Community Center (MJCC) for the night of June 5 - 6, 2018. By signing this Day Use Agreement, I/we, as an individual or parent/guardian of the participant named herein, agree to the following: (1) any guests in his/her party will abide by the terms of this agreement at all times during the period of the contract and will comply with all rules and regulations posted or otherwise communicated to the participant, (2) in case of illness or injury, MJCC is authorized to secure emergency medical treatment at the guest's expense, (3) MJCC reserves the right to remove from the facility or terminate access of any guest who fails to comply with any posted rules and regulations or otherwise breaches the terms of this agreement, in which case guest will not be entitled to a refund of fees, and (4) day use rights are not transferable, and hereby (5) grant permission for the MJCC to make visual recordings of all individuals listed on this form for its responsible use.

LIABILITY WAIVER - I understand that use of the facilities and equipment at MJCC may involve risk of bodily injury or property damage and I agree to assume any such risks. I understand that it is up to me to consult physicians and other professionals to make sure that I can safely participate in activities and events at the MJCC. I also understand and agree that by signing this agreement, I am giving up my (or the minor for whom I sign) right to make any claim against the MJCC, its agents, employees and volunteers, including the right to sue them, for bodily injury or property damage or any other loss that I might suffer while using MJCC facilities and services, except as limited by law.

NOTICE - In order to promote a safe and secure environment, the MJCC has placed video cameras in various locations. As part of our commitment to the safety of children and vulnerable persons, the MJCC reserves the right to consult public sources to determine whether any member or guest of any member poses an unreasonable risk of harm to its patrons, staff, or visitors.

Participant's Full Legal Name: _____

Date of Birth: ___/___/___

Address: _____ City: _____ ST: _____ Zip: _____

Home Phone: _____ Email Address: _____

Emergency Contact: _____ Phone #: _____

Medical Conditions and Allergies: _____

SIGNATURE: _____ **DATE:** _____



Welcome to the MJCC Rock Wall!

It is our desire to see that everyone has a safe and enjoyable time while participating in this exciting activity. While our staff is well-trained on supervising the rock wall and all the activities that the Mittleman Jewish Community Center (MJCC) offers to climbers, it is important that you understand the risks and responsibilities that climbing entails.

Climbing is an inherently dangerous sport and all rules and instructions must be followed to ensure your safety. We have done everything possible to minimize this risk, but it is not possible to completely eliminate this risk. Climbing on the rock wall is a dangerous activity that may lead to severe injury or even death. Through training and safe use of climbing gear these risks are minimized but cannot be completely eliminated.

Inherent risks in climbing indoors include, but are not limited to:

- jolting, jarring, or otherwise moving suddenly, violently, and/or without warning while climbing or belaying;
- becoming entangled in your ropes or the ropes of others;
- equipment failure, including wall holds, ropes, anchors, or harnesses;
- falling off of the climbing wall or being fallen on or hit by other participants;
- impacting the ground and/or climbing wall;
- your failure or the failure of other participants to follow the climbing wall rules.

LIABILITY WAIVER

By signing this waiver, you are signifying that you understand and accept these risks, are willing to follow all climbing wall rules, and will always follow the instructions of the rock wall attendants. Your signature or the signature of a parent or adult guardian also signifies that you agree to waive, on behalf of yourself, your minor child, your estate, and your assigns, any claim for injury, up to and including death, or damage to property against the MJCC, its agents, employees, or volunteers that may result from your or your minor child's participation in the rock climbing activity.

Adult Participant:

I understand that I am giving up my right to sue the MJCC, except as to losses caused by the gross negligence or willful misconduct of MJCC.

Print Name

Signature

Date

Minor Participant:

I understand that I am giving up my right and the below named minor's right to sue the MJCC, except as to losses caused by the gross negligence or willful misconduct of the MJCC.

Print Name of Minor

Print Name of Parent or Adult
Guardian over the age of eighteen (18)

Signature

Date

