

RELEASE OF LIABILITY FOR NONMEMBER'S PARTICIPATION IN A CITY OF PORTAGE,

ZHANG PORTAGE COMMUNITY SENIOR CENTER ACTIVITY

Activity/Trip: _____ **Scheduled Date of Activity/Trip:** _____

This Release and Waiver of Liability ("Release") executed on **(date)** _____ by **(name)** _____, ("Participant") hereby releases the City of Portage, a Michigan municipal corporation, and the City of Portage, Zhang Portage Community Senior Center (Collectively "City"), and each of its officers, employees, agents and elected officials. Participant acknowledges he/she has registered in an Activity sponsored by the City of Portage, Zhang Portage Community Senior Center, named above ("the Activity") and agrees to the following:

- A. In consideration of my participation in the Activity, I, the Participant, do release and forever discharge and hold harmless City from any and all liability, claim or demand, or whatever kind of nature, either in law or equity, ("including those which are or may be exceptions to governmental immunity and/or caused by City's own negligence), I have, or may have, against the City, for bodily injury, personal injury, illness, death or property damage that may result from my participation in the Activity.
- B. I further understand that I am participating in the Activity voluntarily with knowledge of the possible risks, inherent or otherwise, associated with the Activities and hereby expressly assume the risk of injury or harm. I agree that I am physically fit to participate in the Activity and have not been advised otherwise by a qualified medical person.
- C. I understand the hazards of the novel coronavirus (COVID-19) and its variants, and am familiar with the Centers for Disease Control (CDC) and prevention guidelines regarding this disease. I acknowledge and understand that the circumstances regarding this disease are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. I will adhere to CDC guidelines, and regardless of the risks associated with COVID-19 and its variants, which I readily acknowledge, I hereby willingly choose to participate in the Zhang Portage Community Senior Center activities. I fully assume the risk of illness or death related to this disease arising from my being on the premises and participating in the activities.
- D. I hereby release and forever discharge the City from any claim which arises, or may hereafter arise, on account of any first aid treatment or other medical services rendered in connection with an emergency during my participation in the Activity and consent to receive medical treatment which may be deemed available in the event of injury, accident and /or illness.
- E. I hereby grant to the City all right and interest in all photographic images, video and/or audio recordings made by City during the Activity. I consent and authorize the use/reproduction of photographs, video and/or audio of me without compensations. All negatives, positives and prints shall solely be the property of the City.
- F. This Release is for myself, my executors, administrators, heirs, next of kin, guardians, successors and assigns.

****PLEASE COMPLETE INFORMATION ON THE NEXT PAGE****

Participant Name (please print): _____ DOB: _____

Address: _____
(Street) City (State) (Zip)

Phone Number (Home): _____ Phone Number (Cell): _____

Email: _____

Emergency Contact: _____ Phone: _____

Relationship to you: _____

I hereby certify that I have read this Release and understand and agree to its content.

Signature: _____ Date: _____

For Office Use Only: PCSC Staff

Name: _____ Date: _____