



GOLF DAYTON

Golf Pass Registration Form

Please Print Clearly

OFFICE USE ONLY

Initial after Processing

CONTACT INFORMATION:

First Name: _____ **Last Name:** _____

Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Home Phone#: _____ **Cell Phone #:** _____

Email Address: _____

____ Yes, Please add me to your email mailing list!

PASS HOLDER: First Name: _____ **Last Name:** _____ **Birthday:** _____

Please check an age group, pass type, and the course you play most of your golf at.

Age: _____Senior (ages 60+) _____Adult (ages 18-59) _____Junior (ages 6-17)

Type: _____Privilege 1 _____Privilege 2 _____Privilege 2 Plus

ADDITIONAL PASS HOLDER: First Name: _____ **Last Name:** _____ **Birthday:** _____

Additional pass holders must live at the same address above.

Please check an age group, pass type, and the course you play most of your golf at.

Age: _____Senior (ages 60+) _____Adult (ages 18-59) _____Junior (ages 6-17)

Type: _____Privilege 1 _____Privilege 2 _____Privilege 2 Plus

EMERGENCY CONTACT INFORMATION: Who should we notify in the event of an emergency?

First Name: _____ **Last Name:** _____

Home Phone#: _____ **Cell Phone #:** _____

AGREEMENT AND SIGNATURE

I have read, understood, and voluntarily accept and agree to the general rules and guidelines, consent, notice of assumption of risk, waiver of liability, indemnification, and photo release. I further understand that I have given up substantial rights by signing this waiver and have signed it freely and without any inducement or assurance of any nature. I agree to the general rules and guidelines as set forth by the City of Dayton. Failure to follow the rules and guidelines may result in revocation of playing privileges without a refund. The City of Dayton is not liable for damage to or loss of locker contents.

Name (printed): _____

Signature: _____ **Date:** _____

Thank you for your patronage and support to the City of Dayton Golf Courses!

Revised: December 2020

City of Dayton Recreation and Youth Services Participant Waiver and Indemnification Agreement

KEEP FOR YOUR RECORDS

Every Participant or User must read and understand this Agreement, sign below and return to the City of Dayton in order to participate in any of the City of Dayton Recreation & Youth Service's ("RYS") athletic events, programs, activities, and/or any other RYS activities or use its fitness facilities and equipment.

PLEASE READ THIS DOCUMENT ("WAIVER AND INDEMNIFICATION") CAREFULLY BEFORE SIGNING. THIS WAIVER WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.

In consideration of the above named Participant being permitted to participate in any way in the City of Dayton Recreation & Youth Services ("RYS") athletic event, program, activity, and/or any other RYS program/event/activity ("Programs/Events") or use any of the fitness facilities or other equipment operated by RYS, I agree to the following:

- 1. Consent.** I understand the nature of RYS Programs/Events and my experience and capabilities. I believe I am qualified to participate in such Programs/Events and hereby give my consent to participate in the Programs/Events. I further acknowledge that I am aware that the Programs/Events will be conducted in facilities open to the public during the Programs/Events. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue participation in the Program/Event.

I understand the danger presented by the use, misuse, or negligent use of any fitness equipment or fitness facilities and my experience and capabilities. I believe I am qualified to use the fitness facilities and equipment and hereby give my consent to using the fitness facility. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue using the fitness facility.

- 2. Assumption of Risks.** I fully understand that:

- A. Injuries to Participant in Programs/Events or in using the fitness facilities and equipment may occur from inherent risks and potential dangers inherent in physical and/or recreational activities, including, but not limited to, placing stress on the body that has not been prepared for; accidents in learning or practicing playing techniques; failing to follow game, training, safety, or other rules; the condition and maintenance of the facilities or equipment; the use of transportation to and from Programs/Events; and, other foreseeable or unforeseeable events related to the Programs/Events; the administration of first aid; and, weather-related events ("Risks");
- B. Injury from said Risks can include direct physical bodily injury ranging from minor cuts, scrapes, or muscle strain to serious, catastrophic bodily injury including, but not limited to, permanent disability, paralysis, and death, and can include emotional injury experienced as a result of infliction of injury to another or witnessing it;
- C. These Risks may be caused by the action or inactions of the Participant; the actions or inactions of other participants in Programs/Events including, but not limited to, other RYS employees, participants, players, coaches, volunteers, parents, and other spectators; the condition in which Program/Event are held; the conditions of the equipment at the fitness facilities; and, anything else; and,
- D. There may be other risks and personal, social, and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES COSTS AND DAMAGES INCURRED AS A RESULT OF MY PARTICIPATION IN THE PROGRAMS/EVENTS OR USE OF THE FITNESS FACILITIES AND THE EQUIPMENT.

- 3. Waiver of Liability.** I, TO THE FULLEST EXTENT PERMITTED BY LAW, ON BEHALF OF MYSELF, MY HEIRS, AND EXECUTORS, HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE CITY OF DAYTON, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (EACH CONSIDERED ONE OF THE "RELEASEES" HEREIN) FROM AND FOR ALL LIABILITY,

CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT ARISING IN WHOLE OR IN PART FROM MY PARTICIPATION IN THE PROGRAMS/EVENTS OR THE USE OF THE FITNESS FACILITIES, AND ANY ASSOCIATED RISKS TO INCLUDE, BUT NOT LIMITED TO, THE RECKLESSNESS AND/OR NEGLIGENCE OF THE RELEASEES, NEGLIGENT RESCUE OPERATIONS, OR OTHERWISE.

4. **Indemnification.** I FURTHER AGREE THAT IF, DESPITE THIS WAIVER AND INDEMNIFICATION AGREEMENT I OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST ANY OF THE RELEASEES, I HEREBY AGREE TO INDEMNIFY, SAVE, AND HOLD HARMLESS THE AFOREMENTIONED RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM ANY AND ALL LOSSES, LIABILITY, CLAIMS, DEMANDS, DAMAGES, OR COSTS, INCLUDING REASONABLE ATTORNEY FEES, THAT MAY OCCUR AS A RESULT OF OR DUE TO MY PARTICIPATION IN THE PROGRAMS/EVENTS OR USE OF THE FITNESS FACILITIES.
5. **Photo/Video Release.** I give my permission to have photos and/or video recordings taken of me during participation in RYS Programs/Events or during my use of the fitness facility. I further grant to the City of Dayton the irrevocable, perpetual, royalty free, world wide, sublicensable, and unrestricted right to use and publish my name, voice, likeness, image, any photographs, or any materials in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; and to alter and composite the same without restriction and without my inspection or approval. I hereby release the City of Dayton from all claims and liability relating to any of the foregoing, including but not limited to any claims based on rights of privacy or publicity.
6. **Emergency Services.** In the event of an emergency, I authorize the City of Dayton and its agents to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my immediate care and I agree that I will be responsible for payment of any and all medical services required.
7. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void, unenforceable, invalid, or illegal provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision.
8. **Authorization.** I, the undersigned, do hereby represent that I have the capacity to contract and agree to save and hold harmless and indemnify each and all the Releasees, referred to above.

I HAVE READ, UNDERSTOOD, AND VOLUNTARILY ACCEPT AND AGREE TO THE ABOVE CONSENT, NOTICE OF ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION, AND PHOTO RELEASE. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS WAIVER AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

This Waiver and Indemnification Agreement has been approved as to form and correctness by the City Attorney.