

# McKEE HOUSE SENIORS SOCIETY

MEMBERSHIP APPLICATION

Membership No. D

## ANNUAL MEMBERSHIP

Expires 365 days from date of purchase

**PLEASE COMPLETE THE FOLLOWING:**

NEW

RENEWAL

LAST NAME: \_\_\_\_\_ FIRST NAME \_\_\_\_\_

MR.

MRS.

MS.

Email: \_\_\_\_\_

Provision of my email constitutes agreement to receiving periodic emails from McKee concerning McKee business and news. I may unsubscribe at any time.

Phone:\_(\_\_\_\_)\_\_\_\_\_ Cell:\_(\_\_\_\_)\_\_\_\_\_

Street Address: \_\_\_\_\_

Apt. \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### **AGE RANGE**

50-54

55-59

60-64

65-69

70-74

75-79

80-84

85-89

90-94

95-100

100 plus

### **IMPORTANT!!:**

IN CASE OF EMERGENCY, PLEASE NOTIFY:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

APPLICANT'S

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Year

Month

Day

**If you would like to volunteer, please complete a separate Volunteer Application at the Front Desk. Thank you.**

**Please Fill Out Waiver Form On Reverse Side**

## OFFICE USE ONLY

**2024**  
Invoice No.

**2025**  
Invoice No.

**2026**  
Invoice No.

**2027**  
Invoice No.

**2028**  
Invoice No.

**2029**  
Invoice No.

**2030**  
Invoice No.

**2031**  
Invoice No.

**2032**  
Invoice No.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

**PLEASE READ CAREFULLY**

Initial

Last	First		
Street			
City	Prov/State	Country	Code
Telephone	Email		

**TO: McKee House Seniors Society and its directors, officers, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns as well as the Corporation of Delta and its elected officials, officers, agents, representatives, employees, volunteers, independent contractors, sponsors, successors and assigns (collectively the "RELEASEES")**

**DEFINITIONS**

In this Agreement the term "seniors programs" shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Releasees at or associated with the McKee Seniors Recreation Centre including but not limited to: field trips; bicycle rides; golfing; walks; lawn bowling; yoga; pilates; aerobics; weight training; personal training; exercise classes; use of strength training and fitness conditioning equipment, machines and facilities; nutritional and dietary programs; woodworking and use of woodworking equipment and tools; food preparation and cooking; pottery and use of pottery related equipment; crafts; orientation or instructional sessions or lessons; and all other such related activities.

**ASSUMPTION OF RISKS**

I am aware that my participation in seniors programs involves many risks, dangers and hazards, which could result in damage, loss or physical injury to me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, fatigue, lack of fitness or conditioning
- Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, equipment or persons; dangerous or unsafe conditions on roads or trails; natural hazards on trails; faulty man-made bridges; wildlife hazards
- Use of Equipment and Tools: mechanical failure of the equipment and tools; negligent design or manufacture of the equipment and tools; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment and tools; failure to use or operate the equipment and tools within my own ability.
- Advice: negligent advice regarding seniors programs
- My conduct and conduct of other persons: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail

to safeguard or protect me from the risks dangers and hazards of seniors programs, some of which are referred to above.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in seniors programs, use their equipment, tools and facilities, and providing their services and consultation, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in seniors programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
  - negligence on the part of the Releasees;
  - breach of contract by the Releasees;
  - breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment and tools;
  - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303, on the part of the Releasees; and
  - the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of seniors programs, some of which are referred to in the Assumption of Risks section of this Agreement.
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in seniors programs.
- 3. Despite the risks, dangers and hazards of seniors programs, and fully understanding such risks, dangers and hazards, I wish to participate in seniors programs, and I FREELY ACCEPT AND FULLY ASSUME** all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.
- 4. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.**

**SAFETY**

I am familiar with the proper use of the equipment and tools. I am aware that there are instructors, volunteers and/or staff available to answer any questions I may have as to the proper use of the equipment and tools.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of seniors programs other than what is set forth in this Agreement.

**INSURANCE:** I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in seniors programs.

**JURISDICTION:** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to atorn solely to the jurisdiction of the Courts of the Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

Signature:	Date:
Please Print Name:	Witness: