

## PARKS AND RECREATION DEPARTMENT

SENIOR CENTER 21251 STEVENS CREEK BLVD • CUPERTINO, CA 95014-3255 TELEPHONE: (408) 777-3150 • FAX: (408) 777-3156

## Senior Center Day Pass 單日活動券申請表

Fee 费用: \$5.00	□Cash 现金	□Credit Card 信用卡	□ Check 支票	
Day Use Pass Valid	Date 單日活重	为券有效日:	_Activity 活動:	
First and Last Nam	e 姓名:		Birthday 生日:	
Phone Number 電話號碼:		Email 電子郵件:		
Address 地址:				
City 城市:		State 州名:	Zip Code 郵遞區號:	
Emergency Contact	:緊急聯繫人:			
First and Last Nam	e 姓名:	I	Relation 關係:	
Phone Number 電話	話號碼:			
Activity & Membersh	up Waiver 活動	的和會員免責同意書		

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I desire to participate in this PROGRAM, ACTIVITY, EVENT, MEMBERSHIP, OR CLASS (hereinafter, ACTIVITY). In consideration of the City of Cupertino accepting my application, participation, or entry into this ACTIVITY, I agree to release, waive, and discharge any and all claims for damages, death, personal injury, or property damage which I may have, or which hereafter accrue to me, against the City as a result of my participation in the ACTIVITY. This release is intended to discharge the City, its City Council, boards and commissions, officers, agents, employees, servants and volunteers, any other involved municipality or public agency (hereinafter, Indemnitees) from and against any and all liability arising out of or connected in any way with my participation in the ACTIVITY, even though that liability may arise out of the negligence or carelessness of other participants or the active or passive negligence of Indemnitees.

I further understand that accidents and injuries can result from the ACTIVITY; knowing the risks, nevertheless, I agree to assume those risks, and to release and hold harmless the Indemnitees who (through negligence or carelessness) might otherwise be liable to me (or my heirs or assigns) for damages.

In consideration for being permitted to participate in the ACTIVITY, I agree for myself, my heirs, administrators, executors, and assigns not to sue the City or any of the Indemnitees for any injury, death, damage, or loss of personal property that may arise out of, or in connection with, my participation in the ACTIVITY from whatever cause, including the active or passive negligence of the City or other participants, except for the sole negligence or willful misconduct of the City. Should a third party make a charge or claim against the City, I agree to indemnify, defend, and hold harmless the City from any and all claims, demands, actions or suits, and any other legal, administrative or regulatory proceeding arising out of, or in connection with, my participation in the ACTIVITY.

I understand this agreement and the promises contained herein are binding on myself and my heirs, administrators, executors and assigns, and shall be interpreted as broad and inclusive as allowed by law. If a court of competent jurisdiction declares any portion of this agreement invalid, the remainder of the agreement shall continue in full force and effect. I further allow my photograph to be taken and used for City purposes without compensation.

I have carefully read this agreement and fully understand its contents. I am aware that it is a full release of all liability and sign it on my own free will.