

Randolph Community Programs Department
Liability Waiver

1. Miscellaneous.

1.1 Other Members/Member Dispute. The Randolph Community Program Department (RCP) does not control and is not responsible for the actions of other Members. If a dispute arises between or among Members or their agents, employees, invitees or guests, The RCP shall have no responsibility or obligation to participate, mediate or indemnify any party. The RCP does reserve the right to terminate Membership immediately, without refund, if any Membership dispute becomes disruptive. Harassment or discrimination of any kind will not be tolerated.

1.2 Technology Release. In order to access the Services, members will need to use the Town's Wi-Fi connection and will access Town servers, printers and other equipment. The Town may facilitate that access by providing software, software updates, hardware, troubleshooting assistance, and other equipment and services. By entering into this Agreement, you agree that you wish to participate in such services and that the Town shall not be responsible for any harm or damages that may be caused to you, including any damage to the Member's computer system, software or equipment, as the result of such services. The RCP does not assume any liability or warranty in the event that any manufacturer warranties are voided and does not offer any verbal or written warranty, either expressed or implied, regarding the success of any technical support.

1.3 Insurance. The Town is not responsible for obtaining or maintaining any insurance policy relating to your use of the RCP Locations or Services. You are responsible for obtaining and maintaining, at your own expense, any insurance coverage that you deem appropriate, including personal property insurance, commercial general liability insurance, and any other insurance covering property loss and damage, injury to the Members and the Members' guests and prevention of or denial of use of or access to, all or part of the RCP Locations and Services in form and amount appropriate to your business.

1.4 Our Reserved Rights. The RCP is entitled to access the RCP Locations, including Powers Farm, Williams Gazebo, Randolph Intergenerational Community Center, Belcher Park, Zapustas Ice Arena, and the Randolph Community Pool at all times, with or without notice, for cleaning, inspection, maintenance, repairs, safety or emergency purposes. During these times, The RCP may temporarily move furniture contained in those spaces.

The RCP may modify or reduce the list of Services that it provides at any time. The Services may be provided by The RCP, an affiliate or a third party.

The RCP may adopt and may change or amend Rules, Policies and Procedures relating to use of the RCP Locations and the RCP Services at any time.

The RCP may amend the attached Fee Schedule at any time upon notice to the Primary Member.

1.5 Limitation of Liability. The aggregate monetary liability of the Town, its officials, agents, employees and independent contractors to you, on your own behalf and on behalf of your child or children, spouse, relatives, heirs, assigns, employees, agents, officers, directors, guests and invitees for any reason and for all causes of action, will not exceed the total Membership fees paid by you to The RCP under this Agreement.

1.6 WAIVER OF CLAIMS, RELEASE OF LIABILITY AND ASSUMPTION OF RISK. To the extent permitted by law, you, on your own behalf and on behalf of your child or children, spouse, relatives, heirs, assigns, employees, agents, officers, directors, guests and invitees, waive any and all claims and rights against the Town, its officials, agents, employees and independent contractors resulting from injury or damage to, or destruction, theft, or loss of property or person arising out of or relating to this Agreement of your use of the RCP facility or services.

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You acknowledge that The RCP Locations may be used for a variety of programs, conferences and events, some of which may include physical activity, including physical education, exercise or fitness classes and some of which may involve events with the general public. By signing this Agreement you state that you understand and expressly agree that your use of the RCP Locations and Services may involve the risk of injury to you and/or your child or children, spouse, relatives, heirs, assigns, employees, agents, officers, directors, guests and invitees, whether caused by them or not. You understand that these risks can range from minor injuries to major injuries including death. In consideration of your participation in the activities and the use of the facilities offered by the Town, you understand and voluntarily accept this risk and agree that the Town, its officials, agents, employees and independent contractors will not be liable for any injury, including, without limitation damage to property, personal injury, bodily injury, mental injury, death, economic loss or any damages to you, your child or children, spouse, relatives, heirs, assigns, employees, agents, officers, directors, guests and invitees, resulting from the negligence of the Town or anyone on the Town's behalf whether related to exercise and physical activity or not. Accordingly, you do hereby forever release and discharge the Town and its officials, agents, employees and independent contractors from any and all claims, demands, injuries, damages, actions or cause of action concerning or arising out of the use of the RCP Locations or Services or this Agreement and hereby further agree that the Town and its officials, agents, employees and independent contractors will not be liable under any cause of action for any indirect, special, incidental, consequential, or punitive damages, including loss of profits or business interruption.

1.7 Indemnification. You will indemnify the Town from and against any and all claims, liabilities, and expenses including reasonable attorneys' fees, resulting from or relating to any act, omission or breach of or under this Agreement by you or your child or children, spouse, relatives, heirs, assigns, employees, agents, officers, directors, guests or invitees. If any such claim, action, or proceeding is brought against the Town, you will, at your expense, upon written notice from the Town, defend such action or proceeding by counsel approved by the Town. You are responsible for the actions of and all damages caused by all persons and pets that you, the Members or their guests invite to enter the building. You may be liable for Repair and Replacement fees of the actual cost of the damage + 5%.

1.8 The Member hereby agrees to comply with the RCP policies, rules and regulations that may be communicated to Member from time to time either in writing, through signage or verbally. The Town may, in its sole discretion, modify the policies rules and regulations without notice at any time.

1.9 Members are responsible for their own property brought to RCP locations and services. Members may not hold the Town responsible for loss of, theft of, or damage to any personal property.

1.10 Authority to Enter into Agreement. You hereby represent and warrant that you have all requisite legal power and authority to enter into and abide by the terms and conditions of this Membership Agreement and that no further authorization or approval is necessary. You further represent and warrant that your participation in this Agreement or use of the RCP Locations and Services will not conflict with or result in any breach of any license, contract, Agreement or other instrument or obligation to which you are a party.

1.11 Nothing in this Agreement shall be deemed to waive any statutory or other protection or limitation of liability applicable to the Town.

Please Print Full Name _____

Signature _____

Date _____