

Summit Activities Center Membership Form

Name _____ Date of Birth _____
Last First Middle

Address _____ City _____ State _____ Zip Code _____

() _____
Phone # _____ E-mail address _____

Additional Memberships (Name)	DOB	Phone Number	Annual/Monthly
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Memberships:

ANNUAL - \$120/person

MONTHLY - \$15/person

EFT - \$15/person

I understand the operation of the Summit Activities Center is the responsibility of the Department of Parks and Recreation of the City of Yankton and agree to abide by the rules and regulations as established for its use. Failure to obey the policies and procedures may result in the loss of privileges for use of the Summit Activities Center without refund of any fees. I further understand that I can be held responsible for payment for damages I may cause to equipment and/or facilities belonging to the City of Yankton and/or the Yankton School District.

Signature of Applicant Date _____

Parent/Guardian Signature for Applicant under the age of 18. Date _____



**FACILITIES USE AGREEMENT
AND RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND
INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)**

In consideration of being allowed to use the facilities of City of Yankton/Yankton School District/Summit Activities Center for recreation, fitness training, sports, and leisure activities and any other related events and activities (hereinafter “Voluntary Activity”). I, the undersigned, hereby acknowledge and agree to the following:

User recognizes and voluntarily accepts that the Voluntary Activity that User is engaging in may bring participants into contact with persons or objects carrying the virus and that through such contact, the participants may become infected or infect others with COVID-19. User has been fully informed that engaging in this Voluntary Activity could **INCREASE** the participant’s risk of contracting COVID-19 and the potential to pass the virus along to others.

User hereby forever releases, discharges and acquits City of Yankton/Yankton School District/Summit Activities Center and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as a result of this Voluntary Activity.

User agrees to bind itself, its officers, agents, employees, volunteers, successors, and assigns and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of the Voluntary Activity including any claims brought by third-parties who may have become exposed to COVID-19 as a result of this Voluntary Activity.

User hereby assumes and accepts all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained by any person as a result of engaging in this Voluntary Activity due to exposure or potential exposure to COVID-19.

User further agrees that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by User, under this Agreement, that User will be responsible for attorney’s fees and any costs incurred by the Released Party in defending such action.

User expressly agrees that it has carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____ 20_____.

By (Printed Name): _____

Signature _____

Parent/Guardian Signature for Applicant under the age of 18 _____