

\* You MUST be at least 50 years of age to be a Senior Center member \*

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Birthdate: \_\_\_\_\_ Age: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone of E. C.: \_\_\_\_\_

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

**OPTIONAL - Information requested for statistical purposes:**

Single Person Household Income:  \$11,770 or below  \$15,654 or below  
Couple Household Income:  \$15,930 or below  \$21,186 or below

Gender:  Male  Female

Race/Ethnicity: White Black/African American Hispanic Native American Other

Primary Language: English Other \_\_\_\_\_

Are you a: Resident Year Round Seasonal Resident Live Rurally

Do you have any difficulty (Circle ALL that apply): Walking Transferring Eating Dressing Toileting

Are there any conditions we should be aware of? \_\_\_\_\_

The City of Gulfport is required by law to ensure that medical information that identifies me is kept private. Staff will use this information only in the event of an emergency or serious concern. All information is kept confidential to the Gulfport Senior Center. The City of Gulfport has provided me a notice of their legal duties and privacy practices with respect to medical information about me and they will follow the terms of the notice that is currently in effect.

**RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT FOR ADULT TO ATTEND CITY OF GULFPORT PROGRAMS**

In consideration of my participation in any and all programs offered by the City of Gulfport (hereinafter referred to as the "Program"), I, \_\_\_\_\_, hereby agree as follows:

1. I hereby agree that I will be at all times required to comply with all rules and regulations of the Program and of the City of Gulfport (hereinafter referred to as the "City") and I accept full responsibility for informing myself of any changes to those rules and regulations. 2. The consideration for this Release, Waiver of Claims, Hold Harmless and Indemnity Agreement (hereinafter referred to as "the Agreement" or "this Agreement") is my attendance in the Program and the City's waiver of any requirement that I carry self-funded liability insurance prior to being allowed to attend the Program. I acknowledge that, absent my execution of this Agreement, the City would not have offered me the ability to attend the Program because of unacceptable exposure to liability claims. 3. I hereby agree that my attendance in the Program is only granted by the City because of its understanding that in the event of injury to myself, or damage or loss of property, that any insurance policy held by me which covers such injury or loss shall be the primary source of any recovery. 4. I, personally and on behalf of my heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns, (hereinafter collectively referred to as "Releasees"), of any from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability, of any nature whatsoever, including but not limited to personal injury, property damage or wrongful death, whether caused by the sole, contributory or gross negligence of Releasees, or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees, I ever had, now have, or can, shall, or may have, upon or by reason of, directly or indirectly relating to, or arising from, my attendance in the Program. 5. I voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence, whether sole, contributory or gross negligence, of any or all Releasees while I attend the Program. 6. I hereby agree to defend at my expense, pay on behalf of, indemnify and save and hold harmless Releasees, from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any person or persons, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my attendance in the Program, including without limitation, damage or injuries alleged or claimed to have arisen out of or in connection with my negligence, whether sole, contributory or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence, of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances. 7. I also agree that I am responsible for any and all damages that I willfully, accidentally, or negligently inflict upon Releasees or third parties as a result of my attending the Program. 8. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion of this Agreement is held to be invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. 9. I have read and voluntarily sign this Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made. 10. I understand that I am encouraged to seek the advice of an attorney prior to signing this Agreement, and that I have been given the opportunity to seek such counsel. 11. I acknowledge the fact that this Agreement, including my address and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request. 12. I hereby give this City permission to take and use interviews, photographs, or videotapes of myself and/or the Minor for promotional and educational reasons. This publicity may include publication of the photo in publications, posters, brochures and newsletters; on the City website, radio station, or Cable TV channel; or other special district events or forms of publicity for the City. I understand there is no monetary compensation for use of these photos. 13. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraphs or portions of this Agreement. 14. I hereby agree that I am at least 18 years of age and that I am fully competent and legally able to execute this Agreement with the intent to bind myself by the terms hereof.

**THIS RELEASE, WAIVER, HOLD HARMLESS AND INDEMNITY FORM MUST BE SIGNED BEFORE I MAY ATTEND THE PROGRAM. BY SIGNING THIS AGREEMENT YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU MUST READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.**

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
(Sign) \_\_\_\_\_

(Print) \_\_\_\_\_ (Date) \_\_\_\_\_

**THIS RELEASE, WAIVER OF CLAIMS, HOLD HARMLESS, AND INDEMNITY AGREEMENT SHALL NOT BE MODIFIED, MARKED THROUGH OR CONDITIONED BY ANY ATTACHMENT OR WRITTEN COMMENTS.**