

# Facility Usage Waiver



**TYPE OF PASS:** \_\_\_ DAY PASS \_\_\_ KROC EVENT \_\_\_ BIRTHDAY PARTY \_\_\_ OTHER

ID Verified \_\_\_\_\_

Staff \_\_\_\_\_

## LIABILITY WAIVER

I understand that participating in the use of the facilities and equipment at The Salvation Army Ray & Joan Kroc Corps Community Center (the "Kroc") involves risk of bodily injury, property damage, or exposure to contagion (including COVID-19), and I agree to assume any such risks. I understand that participation at The Kroc Center is risky, and that risks of injury include, without limitation, scrapes, bruises, cuts, and even more serious injuries, such as paralysis or death can occur, and I fully accept and agree to assume all of these risks (including risks arising from the negligence of other participants), for myself and my child or ward.

With full understanding of the above defined risks, I, for myself and my child or ward, hereby release, hold harmless, and indemnify The Salvation Army, an Illinois corporation, and the officers, employees and agents (collectively the "TSA") of the Kroc, in connection with the participation of myself, my child or my ward, in the activities at the Kroc. I agree to reimburse any reasonable attorney's fees and costs that may be incurred by TSA in the defense of any such liability claim, demand, action or cause of action. In the event that I file a cause of action, I agree to do solely in the state of IL, and further agree that the substantive law of Illinois. I further acknowledge that it is up to me to consult physicians and other professionals to make sure that I, or my child or ward, can safely participate in activities and events at The Salvation Army Kroc Center.

NOTICE - In order to promote a safe and secure environment, The Salvation Army Kroc Center has placed video cameras in various locations. As part of our commitment to the safety of children and vulnerable persons, The Salvation Army Kroc Center reserves the right to consult public sources to determine whether any member or guest of any member poses an unreasonable risk of harm to its patrons, staff, or visitors.

CONSENT TO TAKE AND PUBLISH PHOTOGRAPHS, VIDEO, AUDIO, AND MEDIA RECORDINGS - I hereby grant The Salvation Army, its agents and those by whom it is commissioned, unrestricted and unlimited license, right, permission, and consent to use and reuse, copyright, print, reproduce, publish, and republish, for any and all trade purposes or commercial or other advertising or public purposes, said media usage depicting me or a minor for whom I have legal responsibility. I warrant that I have not limited or restricted the use of my name or photograph to the use of any organization or person.

The Member understands that if TSA has actual knowledge that an individual is a registered sex offender, such individual shall be denied access to The Salvation Army's facility. By signature on this document, the Member represents to TSA, that Member, nor any of Member's guests, which may from time to time attend the facility are to Member's knowledge registered sex offenders in any legal jurisdiction, and that furthermore, that the Member, has an affirmative duty to TSA to immediately disclose to TSA any change in Member's knowledge of the registered sex offender status for any family member of Member or any of Member's guests who may from time to time seek admittance at the facility pursuant to this Agreement.

## CODE OF CONDUCT & DISCIPLINE POLICY

- In order to facilitate positive life experiences while at the Kroc Center, mutual respect between members, guests, and staff is required at all times. Failure to observe these policies will result in disciplinary action and/or termination of usage privileges. Center personnel have the right to refuse service to anyone deemed disruptive or abusive.
- Refrain from the use of foul language, abusive actions, and inappropriate behavior.
- Refrain from smoking on Kroc Center grounds.
- Children 4 and older must use gender-appropriate bath and locker rooms.
- Children under the age of 12 must be accompanied by an adult (18 years and over) during all activities.
- All visitors, guests, and spectators must check-in at the Control Desk.
- The Fitness Area is reserved for those ages 16 and older, unless participating in a Kroc Center program or class.
- Appropriate exercise attire is required (workout clothing and closed-toe athletic shoes).
- Only athletic, non-marking shoes are allowed on the Gymnasium floor.
- Proper athletic attire required at all times in the Fitness Center and Gymnasium.
- Any logos or messages on clothing must be acceptable in a family setting.
- With the exception of service animals, pets of any kind are not allowed in any Kroc Center venue.

## PARENT/GUARDIAN CONTACT INFORMATION

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MI \_\_\_\_\_ BIRTHDATE \_\_\_\_/\_\_\_\_/\_\_\_\_

ADDRESS \_\_\_\_\_ MALE \_\_\_\_\_ FEMALE \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ EMAIL \_\_\_\_\_

PHONE - HOME (\_\_\_\_) \_\_\_\_\_ CELL (\_\_\_\_) \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

HOW DID YOU HEAR ABOUT US? \_\_\_\_\_

### PLEASE LIST ALL DEPENDANTS INCLUDED ON THIS WAIVER.

1. \_\_\_\_\_ DOB \_\_\_\_\_ M / F 5. \_\_\_\_\_ DOB \_\_\_\_\_ M / F

2. \_\_\_\_\_ DOB \_\_\_\_\_ M / F 6. \_\_\_\_\_ DOB \_\_\_\_\_ M / F

3. \_\_\_\_\_ DOB \_\_\_\_\_ M / F 7. \_\_\_\_\_ DOB \_\_\_\_\_ M / F

4. \_\_\_\_\_ DOB \_\_\_\_\_ M / F 8. \_\_\_\_\_ DOB \_\_\_\_\_ M / F

By signing this Facility Usage Waiver, I (we) agree to the following: (1) Any guest in his/her party will abide by the items of this agreement at all times and comply with all rules and regulations posted or otherwise communicated, (2) in case of illness or injury, The Salvation Army Kroc Center is authorized to secure emergency medical treatment at the guests expense, (3) The Salvation Army Kroc Center reserves the right to remove from the facility any member or guest who fails to comply with any posted rules and regulations or otherwise breaches the terms of the Agreement, in which case guest will not be entitled to a refund of fees.

Signature (adult or parent / guardian if participant under 18)

Date

I agree and understand that this agreement is binding on myself, my child or ward, and the heirs, successors and assigns of myself and my child or ward. By signing below, I certify that I am the legal parent or guardian of the child for whom I am signing.