

TURLOCK SENIOR CITIZENS
1191 CAHILL STREET
TURLOCK, CA 95380-4101
www.turlockseniors.com

Member Dues \$25

Membership Form 2024

Name: _____ Date of Birth: ____/____/____

Are you 62 years of age or older? Yes No

Address: _____ City: _____ Zip: _____

Mailing Address if Different: _____

Contact # : (____)____-____ Email: _____

Check this box to have address, contact and email EXCLUDED from directory.

Emergency Contact Name: _____

Relationship: _____ Contact Number: (____)____-____

Must choose ONE of the following Race/Ethnicity categories (A-J) you consider yourself to be:

- A. White
- B. Black or African American
- C. Asian
- D. American Indian/Alaskan Native
- E. Native Hawaiian or Other Pacific Islander
- F. American Indian or Alaskan Native & White
- G. Asian & White
- H. Black or African American & White
- I. American Indian or Alaskan Native & Black or African American
- J. Other Single/Multi-Racial

Do you consider yourself to be Hispanic? YES NO

If YES, please check box "J" above

Activity Choices

**STATEMENT OF INFORMED CONSENT, INDEMNITY,
RELEASE AND WAIVER TO PARTICIPATE IN
TURLOCK SENIOR CITIZENS GROUP**

I hereby expressly waive and release all claims and causes of action I now have or in the future may have against the City of Turlock based on, or related directly or indirectly to, my voluntary participation in Turlock Senior Citizens Group activities.

To the extent of such waiver and release, I expressly waive my rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

To the fullest extent permitted by law I agree to indemnify, defend, and hold harmless the City of Turlock, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, resulting from, or in any manner related to my participation in Turlock Senior Citizens Group activities.

**TURLOCK SENIOR CITIZENS ANNUAL PARTICIPATION WAIVER
STATEMENT OF INFORMED CONSENT
WAIVER, RELEASE, AND ASSUMPTION OF RISK AND
AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS**

I, (name) _____, hereby agree to participate in the TURLOCK SENIOR CITIZENS GROUP at the TURLOCK SENIOR CENTER for the annual period January 1, 2024-December 31, 2024. I have been informed and understand that the purpose of this program is to PARTICIPATE IN VARIOUS PROGRAMS THROUGH THE TURLOCK SENIOR CITIZENS GROUP.

In consideration of the acceptance of my application for entry participation into the above program. I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which I may have. or which hereafter accrue to me, against the entity as a result of my participation in the program. This release is intended to discharge the entity, its officers, officials, employees, and volunteers, and any other involved municipalities or public agencies from and against any and all liability arising out of or connected in any way with my participation in the program, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I further understand that accidents and injuries can arise out of the program; knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or agencies mentioned above who (through negligence or

carelessness) might otherwise be liable to me (or my heirs or assigns) for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

I hereby expressly waive and release all claims and causes of action I now have or in the future may have against the City of Turlock, a municipal corporation (hereinafter the "Released Party") based on, or related directly or indirectly to, my voluntary participation in the TURLOCK SENIOR CITIZENS GROUP conducted from the annual period January 1, 2023 - December 31, 2023. To the extent of such waiver and release, I expressly waive my rights, if any, under California Civil Code Section 1542 which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." ADDITIONAL PROVISIONS AS TO COVID-19 The novel coronavirus (or COVID-19) has created a pandemic resulting in a State of Emergency in California. According to the California Department of Public Health (CDPH), COVID-19 spreads rapidly and is difficult to control where people from different households are in the same place at the same time. The City of Turlock is complying with public health guidance applicable to the City and taking steps to reduce the risks of spreading COVID-19. However, these risks cannot be completely eliminated. Consequently, for the safety of you, your fellow participants, our staff, and other persons, the City requires all persons participating in its activities during this pandemic to acknowledge an assumption of the risk, waive (i.e., release) liability, and agree to abide by our COVID-19 protocols, as follows:

1. **Assumption of Risk.**

I understand and acknowledge the risk to myself of becoming exposed to or infected by COVID-19 at a City-sponsored activity, which exposure or infection may result from the actions, omissions, or negligence of myself or others, including, but not limited to, other participants or City officials, employees, volunteers, and/or representatives. I assume all such risk and accept sole responsibility for any harm or loss to myself, including, but not limited to, personal injury or death or related costs or expenses of any kind, that I may experience or incur in connection with the City-sponsored activity.

2. **Waiver of Liability.**

In consideration for the City allowing me to participate in City-sponsored activities, I hereby release and hold harmless the City, and any officials, employees, volunteers, and/or representatives thereof, from any and all liability for any and all harm or losses arising from participation in the City-sponsored activity, including, but not limited to, exposure to or infection by COVID-19. Further, I covenant (i.e., promise) not to sue the City, or any official, employee, volunteer, and/or representative thereof, for any such harm or loss.

3. Agreement to Abide by COVID-19 Protocols.

I agree to abide by any public health guidance relevant to my activities at the City-sponsored activity. I have read and understand the attached flyer from CDPH entitled "VOLUNTEER SAFETY" (while labeled for "volunteers" It is appropriate guidance for both participants and volunteers at the Turlock Senior Center.) I agree that I will not enter the Turlock Senior Center or participate in City-sponsored activities if I am feeling ill, which includes, but is not limited to, the following symptoms: fever, cough, difficulty breathing, shortness of breath, chest pain, and/or bluish lips or face. I understand and acknowledge that I may be denied entrance or admission to the Turlock Senior Center or other City facilities or denied participation in City activities if the City determines that I am showing any such symptoms. I warrant and represent that I am not aware of any medical condition that I have which would render it inappropriate for me to participate in the City activities. I agree to abide by the City's maximum capacity limitations and other COVID-19 related policies and procedures which may include, but not necessarily be limited to, hand washing requirements and temperature checks. I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth. I understand and acknowledge that my failure to abide by this agreement may result in me being removed from City-sponsored activities.

CERTIFICATION: By checking this box and signing below, to certify that I am familiar with the contents of this Turlock Senior Citizens Annual Participation Waiver-Statement of Informed Consent, Waiver, Release, and Assumption of Risk and Agreement to Abide by COVID-19 Protocols, that I have read and understand the same, and that it is my intention that it bind not only on me, but my heirs, administrators, executors, successors, and assigns.

PRINT NAME OF PARTICIPANT

SIGNATURE

DATE

____/____/____