

MBJCC GUEST FORM

Name		Time	Date
Address		City, State, Zip	Date of Birth
Email	Phone (day)	Phone (eve)	Company
How did you hear about us? <input type="checkbox"/> Direct mail <input type="checkbox"/> Signage <input type="checkbox"/> Community event <input type="checkbox"/> Corporate <input type="checkbox"/> Website <input type="checkbox"/> Advertisement <input type="checkbox"/> Referral/guest of: _____ <input type="checkbox"/> Other: _____			
Purpose of your visit? _____			

RELEASE & WAIVER OF LIABILITY ASSUMPTION OF RISK & INDEMNIFICATION

In consideration of being permitted to enter upon, participate in and use the facilities, equipment, services and activities of or offered by The Miami Beach JCC and its agents, owners, directors, officers, employees, partners, independent contractors, volunteers, and all other persons acting in any capacity on their behalf (collectively, the "MBJCC Parties"), I, on behalf of myself, my guests, children, heirs, executors, administrators, successors and assigns, hereby:

- Acknowledge, understand and appreciate that my entry upon and/or use of the facilities, equipment, services and activities of or offered by the MBJCC Parties entails significant risks, both known and unknown, including, without limitation, the possibility of physical or emotional injury, paralysis, death, other serious or catastrophic personal injuries, and loss or damage to personal property.
- Expressly agree and promise to accept and assume all of the risks, both known or unknown, that may arise as a result of my entry upon, participation in and use of the facilities, equipment, services and activities of or offered by the MBJCC Parties, whether such risks are caused or alleged to be caused by the negligent acts or omissions of any MBJCC Parties. I hereby confirm that I am voluntarily entering upon, participating in and using the facilities, equipment, services and activities of or offered by the MBJCC Parties, and that I am electing to take such voluntary actions in spite of the risks. I acknowledge and agree that I am solely responsible for my safety and responsible entry upon, participation in, and use of the facilities, equipment, services and activities of or offered by the MBJCC Parties, whether or not supervised by a MBJCC Party.
- Expressly and voluntarily release and forever discharge each of the MBJCC Parties from any and all claims, demands, causes of action or liability for any loss, damages, injuries or death that I may suffer as a result of my entry upon, participation in or use of the facilities, equipment, services or activities of or offered by the MBJCC Parties, whether the same arises out of or results from any act, omission or conduct of one or more of the MBJCC Parties, negligent or otherwise.
- Expressly agree to hold harmless, indemnify and defend each of the MBJCC Parties (with attorneys of each MBJCC Party's choice) from any and all claims, demands, causes of action, or liability for any loss, damages, injuries or death suffered by any other person in connection with my entry upon, participation in or use of the facilities, equipment, services or activities of or offered by the MBJCC Parties, whether the same arises out of or results from any act, omission or conduct of one of more of the MBJCC Parties, negligent or otherwise. The agreement by me to hold harmless, indemnify and defend the MBJCC Parties is immediate upon the assertion of any claims, demands, causes of action or liability by any other person and is not contingent or dependent upon a finding that my actions caused the loss, damages, injuries or death claimed. The agreement by me to hold harmless, indemnify and defend the MBJCC Parties includes all consequential damages incurred by the MBJCC Parties, or which otherwise would be incurred by the MBJCC Parties absent this agreement, including, but not limited to, all attorney's fees and costs, court and litigation costs, experts fees and costs, arbitrator fees and costs, mediator fees and costs, payment of any judgment, verdict, award or settlement on behalf of the MBJCC Parties, and any other damages incurred by the MBJCC Parties not included in the preceding list which arise as a direct or indirect consequence of the claims, demands, causes of action or liability asserted by any other person.
- Coronavirus*Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Miami Beach JCC programs or accessing the Miami Beach JCC facilities could increase the risk of contracting COVID-19. The Miami Beach JCC in no way warrants that COVID-19 infection will not occur through participation in Miami Beach JCC programs or through access to the Miami Beach JCC facilities, and on behalf of myself and my family members and minors, assume the risk of such illness, injury, disability and death in connection with COVID-19.
- ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT AND AM AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE OR HOLD A MBJCC PARTY RESPONSIBLE FOR ANY INJURY WHICH I MAY SUFFER. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL AND INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Guest or Parent/Guardian (if under 18) Signature	Date
Additional Family Member	DOB
Additional Family Member	DOB
Member #	

Parent/Guardian Print Name	Date
Additional Family Member	DOB
Additional Family Member	DOB
Front Desk Staff Signature	Date



FOR MEMBERSHIP INQUIRIES OR TO SCHEDULE A TOUR, CONTACT:

Nicole Linares • Membership Director at (305) 534-3206 x203 or nicolel@mbjcc.org