





## **Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any way in Senior Services Programs, hereinafter called "The Activity", I, \_\_\_\_\_ for myself, my heirs, personal representatives or assigns, or I, \_\_\_\_\_ signed as a guardian and/or caregiver for the participant, **do hereby release, waive, discharge, and covenant not to sue** the Palm Beach County Board of County Commissioners, Department of Community Services, Senior Services Division, North County Senior Center and Adult Day Program, West County Senior Center and/or Mid-County Senior Center and Adult Day Program, and their officers, employees, and agents from liability from any and all claims including the negligence of the Palm Beach County Board of County Commissioners, Department of Community Services, Senior Services Division, North County Senior Center and Adult Day Care Program, West County Senior Center and/or Mid-County Senior Center and Adult Day Care Program, their officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

**Indemnification and Hold Harmless:** I also agree to **IMDEMNIFY AND HOLD HARMLESS**, the Palm Beach County Board of County Commissioners, Department of Community Services, Senior Services Division, North County Senior Center and Adult Day Program, West County Senior Center and/or Mid-County Senior Center and Adult Day Program their officers, employees, and agents, from and against any and all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including but not limited to attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver, assumption of risks and indemnification agreement is intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Caregiver's Signature

\_\_\_\_\_  
Date

(Only has the ability to sign on behalf of the participant if a power of attorney or has been designated by a court as guardian)



**Palm Beach County Community Services Department  
Division of Senior Services  
General Rules for Use of Senior Centers**

1. To be a member of the Senior Center, one must be 55 years old (60 years old for the nutrition program) or the spouse of a member. Completion of a Senior Center Registration form is required to be a member.
2. A prospective member must exhibit mental and physical ability to function independently without staff or volunteer supervision while at the senior center, or must be in the care of a caregiver or aid. Senior Center staff are not responsible for the care of members after operating hours.
3. Members must practice good personal hygiene and conduct themselves in an appropriate manner. Each member must act respectfully toward all members, employees, and guests in the Senior Center.
4. Senior Center Manager(s) may call for the removal of any person whose behavior is deemed adverse to the health and/or safety of other persons or Senior Center property.
5. Unaccompanied children under 18 years of age may not participate in Senior Center activities except during planned intergenerational activities.
6. Use of the Senior Center must not violate Federal, State, County or local laws, as well as Palm Beach County Facilities Development & Operations Department Rules and Countywide Policy and Procedures.
7. Senior Centers may not be used for political campaigns on partisan issues or promotion of candidates seeking election. There is no soliciting allowed on the Senior Center property.
8. Those who use the Senior Centers for Club and/or Organizational meetings or social events must restore the used space to its original state in regards to the arrangement of furniture and cleanliness.
9. The Senior Center is a smoke free environment. Smoking is only and solely permitted in the designated smoking area and must adhere to County PPM CW-P-036.
10. Senior Center members shall not store, possess or use drugs, alcohol and/or gambling devices at the facility, nor permit others to do so.
11. The Senior Center is not responsible for lost, stolen, damaged or storage of items.

***Note: Violation of Senior Center rules may result in immediate action including but not limited to removal and/or termination.***

I have read and acknowledge receipt of the General Rules for use of Senior Centers.

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Signature

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Date