



Westminster Senior Center Transportation Program
8200 Westminster Blvd. Westminster, CA 92683

Office Use Only
Membership # _____ Parking Permit # _____

First Name: _____ Last Name: _____ M/F: _____

Address: _____

City/State/Zip Code: _____ Email: _____

Phone: _____ Date of Birth: _____

Medical Needs/Disabilities _____

Do you use a Cane? _____ Walker? _____ Wheel Chair? _____

Medications: _____

Emergency Contact Information:

Name: _____ Phone: _____ Relationship: _____

- Nutrition Transportation Program**
- Shopping Shuttle Transportation Program**

Nutrition Transportation ONLY:
 I would like to ride the van to the Senior Center on the following day(s):
 Monday: _____ Tuesday: _____ Wednesday: _____ Thursday: _____ Friday: _____
 I understand that I must make a definite schedule of at least one day a week for lunch and transportation to be eligible for service.

I understand the following Transportation Policies:

- Must be 60 years or older to participate.
- Be ready to walk out the door when it is "pickup" time from your home, and be ready to leave from the pickup location at the time of departure. (There is a 5-minute window of time before and after estimated pick up time.)
- For the safety and comfort of all riders, please observe the following rules:
 - No eating, drinking, or smoking on board the vehicle.
 - No littering onboard the vehicle.
 - No physical or verbal abuse of other riders or the driver.
- All riders who participate in the Program agree to assume all risk of communicable diseases and/or virus by entering the Senior Center Transportation vehicles.
- Riders understand and agree that there are dangers, inherent and otherwise, in participating in this Program during the COVID-19 pandemic, and that by entering the Senior Center Transportation vehicles, they may be exposed to COVID-19, which may cause riders to acquire and/or transmit the virus to others. Riders acknowledge that participating in this Program is voluntary and agree to assume the full risk of any injuries, illnesses, viruses, communicable diseases, damages, and/or losses of any kind, regardless of the severity and including death that may occur in connection with participating in the Program.

Drivers retain the right to deny transportation to any rider who fails to follow the policies.

Please sign to confirm that you understand the policies of the Westminster Senior Transportation Program.

Signature

Date

**CITY OF WESTMINSTER
CLASS PARTICIPANT AGREEMENT AND
WAIVER AND RELEASE OF LIABILITY**

I, _____ (Full legal name), desire to participate in _____ classes, (the “Activity”).

In consideration for my participation in the Activity, I agree as follows:

1. **Assumption of Risk.** I fully understand and agree that: (a) recreational and fitness activities and use of City facilities (cumulatively “recreational activities”) have inherent risks, dangers, and hazards and such exists in my use, and/or my minor child(ren)’s use, of any equipment and my participation in these activities; (b) my participation, and/or my minor child(ren)’s participation, in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, communicable disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) City facilities are open and generally accessible to members of the public; (d) my and/or my minor child(ren)’s and/or other users access to City facilities and/or placement, storage or accessing of property left in City facilities puts such property at a risk of damage, destruction, loss, theft, fire or other casualty; (e) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the City of Westminster, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (f) my and/or my minor child(ren)’s participation in such activities poses an inherent risk of exposure to COVID-19 and/or other communicable diseases, (e.g., RSV), which can lead to severe illness, prolonged hospitalization, disability and death; and (g) by my participation, and/or my minor child(ren)’s participation, in recreational activities and/or use of equipment, I hereby acknowledge that I am participating of my own free will in the activity and therefore agree to assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or conduct of the representatives, employees, or volunteers of the City of Westminster.
2. **Medical Release.** I authorize the City of Westminster to provide or cause to be provided such medical treatment to me or my minor child(ren) as may be necessary or appropriate if any injury occurs while I or my child(ren) are participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.
3. **Indemnification.** In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Activity.
4. **Waiver and Release of Liability.** As lawful consideration for permission to enter City property and/or City facilities for any purpose, including but not limited to observation, use of facilities or equipment, leaving or storage of property, or participating any way, I, and my children, agree to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Westminster Community Services Department, the City of Westminster, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City of Westminster, or their elected officials,

officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services Department, the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers for any damages I or my minor children incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, including any claims or liability arising from the active negligence of the City, unless otherwise prohibited by law. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

I further agree and understand that all of my rights against the City accruing under Section 1542 of the Civil Code of the State of California are hereby expressly waived to the maximum legal extent. Section 1542 reads as follows: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**"

I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

5. **Recording of In-Person/Virtual Activities.** I understand and agree that in-person and/or virtual Activity may be recorded for viewing and/or listening by others at a future date. I consent to the City's use of audio/video recordings of me during the in-person and/or virtual Activity and that the City may use audio/video segments or photographic stills of me for any purpose, including, but not limited to news, advertising, and promotional purposes, without compensation to me. I hereby release and hold harmless the Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any claims relating to the use of my likeness and image.
6. **Compliance with All Rules.** I and my minor children agree to obey all policies and procedures applicable to the Activity and instructions provided by the Community Services & Recreation Department and/or by City staff and volunteers during my participation in the Activity. I further understand and agree that Activities/events are interactive and agree to act reasonably and professionally at all times during my participation.
7. **Miscellaneous.** I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Participant's Full Legal Name: _____ Signature: _____ Date: _____