

Waiver of Liability, Assumption of Risk and Indemnity Agreement

In consideration of my child _____ being permitted to participate in any way in **PROJECT RIDE (Recreation, Independence, Development and Equipment)**, hereinafter the "Activity"), I, for myself, and as guardian of my said child, and our respective heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue **Springfield Jewish Community Center**. (hereinafter "**JCC**"), its officers, directors, employees, and agents from accidents, or illnesses (including death) and property loss arising from, but not limited to, participation in the Activity.

Assumption of Risk: 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 and concussions, and 3) catastrophic injuries including paralysis and death.

Acknowledgement/Agreement: I have agreed to comply with the policies of JCC relating to the Activity, which include without limitation having my child properly fitted to the equipment at the vendor identified by JCC, utilizing appropriate additional equipment (i.e. helmet) and only allow my child to utilize the equipment in accordance with the manufacturer of the equipment's instructions. I agree to have my child re-fitted to the equipment if such child's height or weight changes to the extent that the equipment is no longer a proper fit. I further represent to JCC that I have had my child examined by his/her physician and my child has been cleared by such physician to participate in the Activity.

I have read the previous paragraph and I know and understand and appreciate these and other risks that are inherent in the Activity. I hereby assert that my child's participation is voluntary and that I knowingly assume all such risks relating to the Activity.

Indemnification and Hold Harmless: I also agree to INDEMNIFY and HOLD JCC HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including without limitation, reasonable attorney's fees brought as a result of my child's involvement in the Activity and to reimburse JCC for any such expenses incurred.

Severability: I expressly agree that the foregoing waiver of liability, assumption of risk and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Massachusetts 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 the substantial rights, including my right to sue. I acknowledge that I have the authority to execute this waiver in behalf of my child and am signing this 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.

Signature of Parent/Guardian: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____

Complete Address: _____

City: _____ State: _____ Zip Code: _____

Home Telephone: (____) _____ - _____

Contact person in case of an emergency: _____

Emergency Contact Telephone: (____) _____ - _____



Project RIDE is a program of the Springfield Jewish Community Center
1160 Dickinson Street, Springfield, MA 01108
(413) 739-4715
www.SpringfieldJCC.org

Participation Agreement

Thank you for your participation in the Project RIDE program.

The following are our participation policies:

1. Project RIDE is a tricycle loaner program. At a determined time when your child is too big for the tricycle it is expected that you return the tricycle to the Springfield Jewish Community Center in an operable condition.
2. We ask for an annual \$25 fee to offset administrative costs.
3. Your child's safety is of utmost importance. Your child must always wear their helmet when riding. Please keep the tires properly inflated. If you require assistance in bike maintenance, for example, your child has grown in height or weight, please contact us to make any adjustments.
4. No structural changes or modifications can be made to the tricycle.
5. **Each spring the tricycle will need to be brought to the JCC in Springfield for annual maintenance. If the annual tune-up is missed for two consecutive years, or multiple times, you will be billed for the cost of the trike (approximately \$500).**

6. PHOTO/VIDEO RELEASE

I hereby give permission for images of my child, captured during Project RIDE activities through video, photo and digital camera, to be used solely for the purposes of Project RIDE promotional material and publications, and waive any rights of compensation or ownership thereto.

Yes _____ No _____

7. Each participant is required to obtain authorization from their PT or pediatrician stating that their client/patient is an appropriate candidate for the use of the tricycle.

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian's printed name _____

Date: _____



Project RIDE is a program of the
Springfield Jewish Community Center
1160 Dickinson Street, Springfield, MA 01108
(413) 739-4715 www.kehillah-sjcc.org

Project RIDE Application

Date_____

Name of Child _____

Birth Date_____ Age_____

Gender: __Male __ Female Height_____ Weight_____

Parent/Legal Guardian Name_____

Street Address _____

City _____ State _____ Zip_____

Home Phone _____

Work Phone_____

Cell Phone_____

Email_____

Ages of Other Children_____

Do you have legal custody of the child? __Yes __No

Child's School_____

Referred By_____

Child's disability/special need _____

Do you or other members of your family have a bicycle? __ Yes __ No

Do you have a safe place to store your bicycle? __Yes __No

Do you have a safe place to ride the tricycle near your residence? __Yes __No

If yes, where? _____

Who is responsible for accompanying your child on bike rides name:

Who is responsible for making sure your child attends the required annual tricycle fittings name:

Please list your child's recreational activities:_____

I have a vehicle to transport the tricycle to the JCC, annually for tune-ups: __Yes __No

Please return this application to:

Project RIDE, Springfield Jewish Community Center
1160 Dickinson Street, Springfield, MA 01108



kehillah
project RIDE