

**RELEASE OF LIABILITY FOR MEMBER'S PARTICIPATION IN ACTIVITIES, PROGRAMS  
AND EVENTS SPONSORED BY THE  
CITY OF PORTAGE, PORTAGE SENIOR CENTER**

This Release of Liability ("Release") executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_, who is a member of the City of Portage, Portage Senior Center ("Member"), hereby releases the City of Portage, a Michigan municipal corporation, and the City of Portage, Portage Senior Center, (collectively "City"), and each of its officers, employees, agents and elected officials. Member acknowledges he/she may register for various activities, programs and events sponsored by City such as, but not limited to, bus trips, tours, exercise programs, walks, yoga, sporting and physical exercise activities, and the many others listed in Exhibit A, attached hereto, (collectively referred to as the "Activity") and agree to the following:

A. In consideration of my participation in the Activity, I, the Member, do release and forever discharge and hold harmless City from any and all liability, claim or demand, of whatever kind or nature, either in law or equity, (including those which are or may be exceptions to governmental immunity and/or caused by City's own negligence), I have, or may have, against the City, for bodily injury, personal injury, illness, death or property damage that may result from my participation in the Activity.

B. I further understand that I am participating in the Activity voluntarily with knowledge of the possible risks, inherent or otherwise, associated with the Activity and hereby expressly assume the risk of injury or harm. I agree that I am physically fit to participate in the Activity and have not been advised otherwise by a qualified medical person.

C. I hereby release and forever discharge the City from any claim which arises, or may hereafter arise, on account of any first aid treatment or other medical services rendered in connection with an emergency during my participation in the Activity and consent to receive medical treatment which may be deemed available in the event of injury, accident and/or illness.

D. I hereby grant to the City all right and interest in all photographic images, video and/or audio recordings made by City during the Activity. I consent and authorize the use/reproduction of photographs, video and/or audio of me without compensation. All negatives, positives and prints shall solely be the property of the City.

E. This Release is for myself, my executors, administrators, heirs, next of kin, guardians, successors and assigns.

F. This Release shall be effective for as long as I remain a member in the Portage Senior Center or participate in Activities, including any renewals of membership.

Member Name (please print): \_\_\_\_\_ DOB: \_\_\_\_\_

**I hereby certify that I have read this Release and understand and agree to its content.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name (please print): \_\_\_\_\_

APPROVED AS TO FORM  
DATE 12/17/11  
PC  
CITY ATTORNEY