



## Waiver of Liability

800 Cheshire Road, Delaware, Ohio 43015

740-363-6677 | **MySourcePoint.org**

In consideration of:

- (I) SourcePoint undertaking to provide services, programming, equipment and/or facilities; and
- (II) my registration, attendance, participation, or use of such services, programs, equipment, or facilities of SourcePoint,

I affirm and acknowledge the following, now and into the future, whether as a participant or not at SourcePoint:

**Affirmation of Health and Assumption of Risk:** I take personal responsibility for my health, safety, and well-being, and I have determined that I can safely participate and/or attend the activities I choose.

I understand there is risk associated with my participation in SourcePoint activities and agree that this document serves notice that I am aware there are inherent risks of injury, illness, or death, due to my choosing to participate in any program or activity. I agree to assume all such risks that my participation in an activity may pose, and I accept responsibility for taking any and all steps I deem appropriate and necessary to safeguard my personal health and safety. I understand and agree to follow all SourcePoint policies, procedures, rules, or governing regulations, relating to my participation in any program or activity that I register for and/or attend, including those imposed by a third-party vendor to SourcePoint.

**Promotional Use of Image and Name:** I hereby grant and give SourcePoint the right to use my image (photograph or video), with or without my name for the purpose of presentations, advertising, publicity, and promotion.

**Waiver of Liability for Negligence:** By my registration and/or participation in SourcePoint programs or activities, I hereby forever release, waive, and relinquish any claim for negligence I have or may have as a result of participating in any activity or activities under the auspices of SourcePoint. My release and waiver hereunder shall apply also to my heirs, executors, administrators, and assigns. Further, I will not hold SourcePoint liable as to the errors or omissions of any third-party vendors or service providers, including by way of example rather than limitation, travel agents, or tour companies.

**Indemnification/Hold Harmless:** I agree to hold harmless and release SourcePoint and its Board of Directors, officers, employees, instructors, volunteers, co-participants, rescuers, and others from any and all claims, liabilities, arising from accident, injury, and illness I may suffer as a result of my participation in any activity or activities.

**Choice of Law, Venue, Miscellaneous:** Any dispute or claim by me against SourcePoint shall be governed under the laws of the State of Ohio, without regard to its principles of conflict of laws. Venue shall be in the courts having jurisdiction in Delaware County, Ohio. These choice-of-law and venue requirements apply to any activity, whether inside or outside Delaware County, Ohio, or the U.S. If any part of this Waiver of Liability is found by a court of competent jurisdiction to be unenforceable, then the balance of this document shall still be enforceable to the maximum extent of the law in the State of Ohio.

***By signing this Waiver of Liability, I acknowledge and consent to all responsibilities, waivers, and indemnifications outlined above.***

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

Print Name: \_\_\_\_\_

## **Enrichment Center Policies**

- SourcePoint is a smoke-free and weapons-free facility both inside and out, including all surrounding property.
- We reserve the right to revoke community passes.
- We reserve the right to welcome nonmembers of any age to participate in occasional special events and activities at our discretion.
- Cancellation Policy: You will receive a refund for fee-based activities canceled by SourcePoint or for activities from which you withdraw before the deadline. Refunds are not available for activities you are unable to attend. (A program may be canceled by SourcePoint due to unforeseen circumstances, such as inclement weather.)
- Enrichment Center hours may change.
- There is no lifeguard on duty at the pool.
- During programs, participants may be photographed by staff for publicity purposes. If you prefer not to have your photograph taken, please inform the photographer or contact the main office.
- Policies may be modified or added at any time by SourcePoint with or without notice. Participants must adhere to any and all modified or added policies.

## **Participant Rights and Responsibilities**

SourcePoint is committed to providing an inviting, safe environment for program participants and the community at large. Staff, volunteers, and board members strive to create programs and activities that provide intellectual stimulation, improve your physical well-being, and allow for social engagement on multiple levels. We recognize that each individual has the freedom of choice with regard to participation and expect all involved to respect the rights of others. Your rights and responsibilities as a participant include:

- You will be treated in a considerate and respectful manner, and are expected to treat others the same.
- You will be provided with services without discrimination as to age, race, religion, sex, national origin, sexual orientation, gender-identity expression, or source of payment.
- You have the right to voice grievances and/or suggest changes through program evaluations and/or contacting the membership specialist or enrichment center management.
- Your personal information will be used internally on an as-needed basis, and will not be shared with other participants or third-party vendors.
- Refrain from language, conduct, or behavior deemed inappropriate, threatening, or offensive, including unwanted physical contact with other participants, staff, volunteers, and guests, as well as behaviors that result in damage or theft of SourcePoint property.
- While in the center, you are expected to engage only in SourcePoint-associated activities; dress appropriately for activity and weather; and follow the Use of Technology policies posted at each computer station. You also are expected to be able to function independently while in the center or to provide your own support services as needed. (Someone functioning as an aide does not need to register for the care recipient's activities.)