



# MEMBER APPLICATION (Revised 11/30/23)

Today's Date \_\_\_\_\_  New  Renewal

### Individual Membership:

Jan 1 – Dec 31, 2024 **\$80/12 months** \*      Jul 1 – Dec 31, 2024 **\$40/ 6 months** \*  
Apr 1 – Dec 31, 2024 **\$60/ 9 months** \*      Oct 1 – Dec 31, 2024 **\$20/ 3 months** \*  
\*Monthly payment of \$7.25/month

### Dual (Couples) Membership (2 people in the same household):

Jan 1 – Dec 31, 2024 **\$140/12 months** \*      Jul 1 – Dec 31, 2024 **\$70/ 6 months** \*  
Apr 1 – Dec 31, 2024 **\$105/ 9 months** \*      Oct 1 – Dec 31, 2024 **\$35/ 3 months** \*  
\*Monthly payment of \$12.25/month

**Membership** entitles you to all EBC activities, workshops, social events, the *Explorer* newsletter, and special member rates for fee-based activities.

**Please sign the waiver release attached to this form to complete your application.**

Member: \_\_\_\_\_ DOB (mm/yyyy): \_\_\_\_\_

Dual Member: \_\_\_\_\_ DOB (mm/yyyy): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_ \*Please send my Explorer Newsletter via E-mail

Emergency Contact Name & Phone: \_\_\_\_\_

For office use only  
Log \_\_\_\_\_ Call/Card \_\_\_\_\_ MSC \_\_\_\_\_ DB \_\_\_\_\_ CC \_\_\_\_\_ Exp \_\_\_\_\_ ID \_\_\_\_\_

**The fee amounts listed below are for 2024 only. All expiration dates are 12/31/2024.**

**AMOUNT PAID:** Individual Member (see above) \$ \_\_\_\_\_  
Dual Member (see above) \$ \_\_\_\_\_  
Donation (please fill in amount) \$ \_\_\_\_\_  
**TOTAL AMOUNT PAID** \$ \_\_\_\_\_

**PAYMENT METHOD:** Cash  Check (Payable to EBC)  Check# \_\_\_\_\_ Charge (MC, Visa, AmEx)

Credit Card # \_\_\_\_\_ CRV Code \_\_\_\_\_

Name on card \_\_\_\_\_ Expiration date \_\_\_\_\_

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**Ed Brown Senior Center at Rancho Bernardo,  
dba Ed Brown Center for Active Adults  
Agreement of Release and Waiver of Liability**

I,                     Please insert your names here                    , hereby represent, warrant and covenant that I:

1. Assume full responsibility for, and risk of bodily injury, death, or property damage, whether due to the negligence of Releasees or otherwise.
2. Acknowledge that I am participating in the Fitness classes, programs or workshops offered by the Ed Brown Center at Rancho Bernardo, dba the Ed Brown Center for Active Adults (hereafter referred to as EBC), during which I will receive information and instructions about the Fitness classes and health. I recognize that the Fitness classes require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
3. Understand that it is my responsibility to consult with a physician prior to and regarding my participation in the Fitness classes, programs, or workshops. I represent and warrant that I am physically fit and have no medical conditions that would prevent my full participation in the Fitness classes, programs, or workshops.
4. In consideration of being permitted to enter EBC for observation, use of facilities and/or equipment, access to workshops, classes, programs or other activities, or participation of the above or any, I agree to assume full responsibility for any risks, injuries, or damages, known or unknown, which I might incur as a result of any of the foregoing.
5. Release EBC, its directors, officers, employees, volunteers and other persons acting for or on their behalf (collectively "Releasees") from all liability to me for any loss or damage to property, or injury or death to person, whether caused by Releasees or otherwise and while such person is in or near EBC, including without limitation exposure to Covid-19 or other infectious disease, any inaccuracy in the representations or promises of other patrons, and any impact of the implementation of policies, procedures and practices adopted by Releasees in response to Covid-19.
6. Agree not to sue Releasees for any loss, damage, injury, or death described above and I will indemnify and hold harmless Releasees and each of them from any loss, liability, damage, or cost they may incur due to my presence in, upon, or near EBC, whether caused by the negligence of Releasees or otherwise (in consideration of being permitted to enter EBC for observation, use of facilities and/or equipment, access to workshops, classes, programs or other activities, or participation of the above or any).
7. Agree that EBC, may use my photograph for promotional purposes.
8. Acknowledge that I have inspected the facilities and equipment at EBC, accept them as being safe and reasonably suited for the purpose intended.
9. Shall fully comply with any and all Covid-19 rules, regulations and requirements while I am in, upon or near EBC, including but not limited to those which are posted at EBC, those which may be communicated to me by any of the Releasees, and those attached hereto as Annex A, incorporated herein by this reference.

I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect. I have read the above release and waiver of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated herein.

## Ed Brown Senior Center at Rancho Bernardo, dba Ed Brown Center for Active Adults Agreement of Release and Waiver of Liability (cont'd.)

I UNDERSTAND THAT THIS DOCUMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. In giving the release herein, which includes claims which may be unknown to me at present, I acknowledge that I have read and understand Section 1542 of the California Civil Code, which 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 hereby expressly waive and relinquish all rights and benefits under that section and any law or legal principle of similar effect in any jurisdiction with respect to my release of claims herein.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT(S)

### ANNEX A to the Agreement of Release and Waiver of Liability Last updated 7/15/21

I represent that in the last 21 days I have not been diagnosed with and have had no symptoms of active Covid-19 viral infection, including fever, cough, shortness of breath/difficulty breathing, chills repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, nor to my knowledge have I been exposed to or in close physical or prolonged proximate contact with anyone diagnosed with or having symptoms of active Covid-19 viral infection. I acknowledge that the Covid-19 virus can have a long latency period between exposure and the onset of symptoms and that people without symptoms can carry and spread the virus. People can be infected and contagious without knowing they are. I agree and accept the risks that other patrons may be present at the Ed Brown Senior Center at Rancho Bernardo while unknowingly infected and contagious for Covid-19.

I acknowledge that other Guests will rely on me to be socially responsible in my behavior toward them. I agree to comply with EBC's protocols as posted while participating in EBC activities, and I acknowledge EBC reserves the right to remove, revoke privileges or ban from future events any Patron habitually disregarding these measures or defying EBC directives. I acknowledge the need for contact tracing and agree to providing my true and correct name, phone number and/or email address for the purpose of notifying me of a possible contact with a person believed to have an infectious disease at EBC if, when and as requested by EBC. I acknowledge that this disclosure of information is done only for the safety of Patrons and EBC will not sell or disclose to any third parties any information provided for this purpose.

I accept the inherent risks and, as a condition of participating in EBC events, for myself and my heirs and assigns, I waive, relinquish and release the Releasees from and against all claims, liabilities and damages arising from, related to or connected with my participation in EBC events, including without limitation exposure to Covid-19 or other infectious disease, any inaccuracy in the representations or promises of other Patrons, and any impact of the implementation of the policies, procedures and practices adopted by Released Parties in response to Covid-19. This waiver and release applies to all acts, conduct, omissions, and failures to act by Released Parties whether sounding in contract or tort, and whether based on claims of negligence, gross negligence, or recklessness, and includes a waiver of entitlement to seek exemplary or punitive damages for any alleged intentional injury.