

**APPLICATION FOR B-REC MEMBERSHIP CARD**

**A SEPARATE FORM MUST BE COMPLETED FOR EACH CARD**

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| TOWN USE:<br>EXP. DATE: _____ |
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I am a resident of the Town of Bridgewater and am applying for a B-REC Card.

CARD TO BE ISSUED IN THE NAME OF: \_\_\_\_\_  
(LAST NAME) (FIRST NAME)

DATE OF BIRTH: \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_ DATE OF SIGNATURE \_\_\_\_\_  
**OR**  
 SIGNATURE OF RESPONSIBLE ADULT \_\_\_\_\_  
 (IF APPLICANT IS UNDER AGE 18) PRINT NAME OF RESPONSIBLE ADULT \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EMERGENCY CONTACT (OPTIONAL): \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

NOTE: INFORMATION ON THIS FORM MAY NOT BE AVAILABLE IN THE PARKS.

I have read and agreed to the provisions below and on the reverse.

**TOWN OF BRIDGEWATER  
 PARKS AND RECREATION  
 RISK NOTICE AND AGREEMENT**

Certain activities, including ice skating and the reserving of shelters, require persons to read and acknowledge this form. The policies expressed herein apply to all park usage, whether or not a form has been signed, but it would not be feasible to require the execution of this form as a prerequisite to any park activity.

**I. Safety is my responsibility.**

I am responsible for my own safety (and that of my guests). I will use such safety equipment as is necessary to prevent injury. I will not rely on the Town or Town personnel to provide or recommend any safety equipment.

Likewise, I will take such measures as may be necessary to protect myself, including removing myself from dangerous situations. I will notify Town staff of any conditions that appear unreasonably dangerous, so that the Town can remediate the situation for my safety and the safety of others.

## **II. There are risks, and I assume them.**

I know that using parks and recreational facilities can be dangerous, and I voluntarily assume the risk of injury or property damage which might occur. Without limiting the foregoing, I assume the following known risks:

- Injuries to brain, head, legs, arms, feet, ankles, hands, fingers, back or neck caused by vigorous slips, falls, collisions, or even just vigorous activities;
- Injuries caused by slipping or tripping on uneven surfaces or ice;
- Injuries caused by jumping or falling from play equipment;
- Injuries caused by other persons playing vigorously;
- Cuts caused by sharp skate blades, and injuries caused by rental skates, which I understand may not fit perfectly and may have defects;
- Insect bites and diseases carried by insects;
- Injuries caused by wild or domesticated animals, which are often found in Town parks;
- Drowning or other water-related injuries, especially in riverside parks;
- Brain, head, or eye injuries caused by impacts with rackets, clubs, or balls, especially on Town tennis courts, golf courses, or basketball courts;
- Injuries caused by lightning or other weather phenomena; and
- Even if I am a bystander, I assume all of the above risks. Being near people actively enjoying a park puts me in the danger zone.

## **III. Rules. Regulations. Miscellaneous.**

1. I will obey all signage posted in Town parks and all agents of the Town who may provide oral or written direction.
2. I understand that I may be asked to leave a Town park for my safety, for the safety of others, or simply because my presence is infringing the Town's ability to manage the Park.
3. If I have been awarded a "B-REC" Card for park usage, I understand that it is the property of the Town of Bridgewater, Virginia, and I will not lend it to anyone or allow any other person to use it. I will return my B-REC Card to the Town when I move from the Town of Bridgewater. I will be responsible for damages caused by any other person using my card.
4. I am responsible for any damage to—or the loss of—the Town's property caused by my use of Town parks, and any such damage or loss shall constitute a breach hereof. This includes any equipment rented to me by the Town. I will report any damage I cause and I will pay such sums as the Town may reasonably demand for repairs or replacement. (If ice skates are not returned to the Town in a timely manner, I will pay liquidated damages in the amount of \$200.)
5. Any claim or dispute relating to the matters referred to herein shall be heard in the Rockingham County General District Court if the dispute is within that Court's jurisdiction. If it is not within the General District Court's jurisdiction, the claim or dispute shall be resolved through binding arbitration conducted under the rules of the American Arbitration Association. In any such judicial proceeding or arbitration, if it is found that I have breached the terms of this Notice and Agreement, I will be responsible for the Town's reasonable attorneys' fees.
6. ANY GOODS SUPPLIED BY THE TOWN (SUCH AS RENTAL SKATES) ARE SUPPLIED AS IS, WITH NO WARRANTIES. THE GOODS CARRY NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. I will inspect the goods before use and will notify the Town of any defects. In no event shall the Town be responsible for consequential damages.
7. I hereby provide my consent for the Town to use photographs, videos, and/or interviews with me and/or my child(ren) in connection with publicizing or promoting the Town, its services, or departments and agencies. I understand that there will be no remuneration for such use.
8. I authorize Town employees to take and provide all necessary medical attention should I be injured while participating in any activity in Town parks.
9. This notice and agreement will remain effective until I rescind it in writing.