

**Everest Park
Membership Agreement**

Name: _____ Today's Date: _____

Address: _____ Phone: _____ Email: _____

Membership Type: (please circle): Individual (\$75) Family (\$125) Club/Team/Organization (\$250)

If Family Membership, please list names of family members (must live in the same house):

License Plate Numbers of any cars used by Members (Individual and Family Memberships only):

Membership Guidelines:

- This Agreement gives the Member the right to enter the premises located at 4353 North Road, Auburn, NY 13021 including the Pavilion located at the end of the access road, and the grounds immediately adjacent to said Pavilion as well as the parking area located at the end of the access road. It excludes the log cabin (the Brian Bisgrove Home of Courage) located on the Everest Park premises and the area immediately adjacent the cabin.
- This Membership is effective as of the date payment is received, and for one year following. Memberships are renewable on an annual basis.
- Everest Park is a carry-in/carry-out park, and all trash bags must be removed when leaving the property. No food, paper products, cans/bottles or other refuse should remain in the park.
- The premises shall be left in the same or better condition as they were prior to the member's visit to the premises.
- The Pavilion and immediate area is available to public for rent. Should the member wish to reserve the Pavilion and immediate area for their exclusive use, a separate fee and agreement shall be used.

Rules and Regulations for Membership:

- NO SWIMMING. There is to be no swimming in the pond at Everest Park. Due to the depth of the pond, the Cayuga County Health Department has decreed that proper rescue procedures cannot be performed affectively, therefore making swimming in the pond unallowable. Champions for Life/ Everest Park are in no way responsible for any person choosing to enter the water.
- Alcohol may be consumed on the premise by individuals of legal age only. Champions for Life/Everest Park maintains the right to remove those not abiding by these provisions.
- Member is responsible for the personal loss, stolen articles, or injury to persons when on the premises. Champions for Life and Everest Park does not assume any responsibility for the same.
- Member must stay off of any Finger Lakes Mud Run obstacles – these obstacles are off-limits to members.
- Renter may use the Pavilion building, any games/toys located in the storage room, the playground, the picnic area, including gas grills (please turn off gas when finished), paddle boats (LIFE JACKETS REQUIRED BY ALL), and the fire pit. Fires must be fully extinguished before leaving the park. Wood

for the fire must be brought in to the park and will not be provided. Member will provide adequate supervision to ensure these provisions are followed.

- NO SMOKING is allowed anywhere on the premises.

Indemnity and Insurance Provisions:

- Renter agrees to conduct his/her activities upon the premises so as not to endanger any person lawfully thereon, and to indemnify, defend, and hold harmless Champions for Life and the Everest Association for Family Enrichment (EAFE) from and against any and all claims, actions, damages, liability, demands, expenses, and/or attorney fees for loss of life, personal injury, and/or damage to property (including claims of employees of Member or any contractor, subcontractor, or invitees) arising from and/or out of the occupancy and/or use of the premises, or any part thereof, by Member, or any other part of Member's property occasioned entirely, or in any part, by any act of omission of Member, his/her agents, contractors, subcontractors, and/or employees.

Unlawful, Improper, or Offensive Use:

- Member shall not make or allow to be made by any persons, the unlawful, improper, and/or offensive use of the premises.

Compliance:

- Member will at all times during the continuance of this agreement, comply with all laws of the United States of America and the State of New York, and all ordinances, rules, and regulations of the Town of Owasco and Cayuga County, and the Member will not do nor suffer to be done anything on or about the said premises in violation of any such laws, ordinances, rules, and/or regulations.

Other Provisions and/or Conditions:

- For Clubs or Teams, a roster of potential participants, including coaches, players, volunteers, etc., must be provided to Champions for Life prior to field reservations.
- For Clubs or Teams, a certificate of insurance naming Champions for Life, Inc. and the Everest Association for Family Enrichment as additional insureds must be provided to Champions for Life, Inc. prior to use for practices or other gatherings.
- Should any of the conditions in this agreement be violated, Champions for Life, Inc. reserves the right to withdraw permission for use and cancel the membership, without any refund to the member.

Acknowledgement:

- Member acknowledges that this agreement has been read in its entirety and understands and agrees to the provisions and conditions set forth herein. Member has received a copy of this agreement.

Signatures (all family members over 18 must sign):

_____ Member (Print Name)	_____ Signature	_____ Date
_____ Member (Print Name)	_____ Signature	_____ Date
_____ Member (Print Name)	_____ Signature	_____ Date
_____ Member (Print Name)	_____ Signature	_____ Date