



# member registration

first name \_\_\_\_\_ last name \_\_\_\_\_

address \_\_\_\_\_

city \_\_\_\_\_ state \_\_\_\_\_ zip \_\_\_\_\_

check here if this is a group home  YES  NO

mobile phone number \_\_\_\_\_ home phone number \_\_\_\_\_

date of birth \_\_\_\_/\_\_\_\_/\_\_\_\_ email \_\_\_\_\_

emergency contact (1) \_\_\_\_\_ emergency contact number \_\_\_\_\_

emergency contact (2) \_\_\_\_\_ emergency contact number \_\_\_\_\_

group home address (if applicable) \_\_\_\_\_

group home contact name \_\_\_\_\_

email or phone number \_\_\_\_\_

• please list any medical conditions (i.e. seizures, allergies): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

• does your young adult carry an epi-pen or inhaler:  YES  NO |  EPI-PEN  INHALER

• will your young adult be accompanied by support staff?  YES  NO

If yes, include name: \_\_\_\_\_

• additional information or suggestions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Waiver & Release of Liability

SMAAVE, LLC d/b/a FAN Club ("Fan Club") is a service provider to those with disabilities. The purpose of this Waiver & Release of Liability (this "Waiver") is to exempt, waive and relieve Fan Club and its representatives, administrators, directors, agents, coaches, employees, officers, managers, owners, and volunteers; and, if applicable, any owners, operators, and lessors of premises on which the activities of events will take place (collectively, the "Released Parties") from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of any of the Released Parties.

**In consideration of the undersigned Participant being permitted to participate in any events or activities sponsored and/or provided by Fan Club (the "Events"), the Undersigned ("Undersigned" means the Participant and the Participant's parent or other legal guardian) agrees and acknowledges as to the following:**

**Risks.** The Undersigned understands that participating in the Events may involve risk of physical injury to the Participant and others, or damage to Participant's property, or other consequences which might result from the Participant's own actions or inactions, the rules of the Events, the condition of the premises where such Events are held, whether foreseeable or not, or the condition of any of the equipment used in the Events, or the acts, omissions, representations, carelessness and/or negligence of the Released Parties. By recognizing the risks involved in participating in the Events, the Undersigned voluntarily chooses for Participant to participate in the Events and expressly assumes all risks and dangers of such activity, whether or not described herein, known or unknown, inherent or otherwise.

**Release.** The Undersigned on behalf of themselves as well as their executors, administrators, heirs, next of kin, successors and assigns: (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to the Participant's involvement in the Events, including but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses, whether or not in litigation, that are related to, or arising out of, the Participant's involvement in the Events.

**Guardian.** The parent and/or legal guardian who executes this Waiver hereby acknowledges that he or she has the legal capacity and authority to act on behalf of the Participant and to legally bind the participant to terms and provisions of this Waiver. The parent and/or legal guardian who executes this Waiver agrees to indemnify and hold harmless the Released Parties for any expenses incurred, claims made, or liabilities assessed against them, as a result of such parent and/or legal guardian's insufficiency of legal capacity or authority to act on behalf of the Participant.

**Use of Information.** The Undersigned acknowledges and agrees that the Participant's name, photograph, likeness, and/or voice may be used by or appear in any material by Fan Club for promotional (including advertisements) or commercial purposes, without compensation or further notice, and the Undersigned hereby agrees to assign all copyright or other interests therein to Fan Club for such use.

**Miscellaneous.**

(a) In the event that any provision of this Waiver shall be deemed unlawful, void, or for any other reason unenforceable, then such provision will be deemed severable from this Waiver and shall not affect the validity or enforceability of the remaining provisions.

(b) This Waiver shall be governed by the laws of the state of New York and the exclusive jurisdiction and venue for any claim shall be located in the State Courts located in Nassau County, New York.

BY INDICATING YOUR ACCEPTANCE OF THIS WAIVER, THE UNDERSIGNED IS AFFIRMING THAT THEY HAVE READ AND UNDERSTAND THIS WAIVER AND FULLY UNDERSTAND ITS TERMS. THE UNDERSIGNED UNDERSTAND THAT THEY ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE UNDERSIGNED ACKNOWLEDGES THAT IT IS SIGNING THE WAIVER FREELY AND VOLUNTARILY, AND INTEND BY ITS ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**Read and Agreed by:**

\_\_\_\_\_  
Printed Name of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date Signed

DOB of Participant: \_\_\_\_\_

Relationship with Participant \_\_\_\_\_

Emergency Phone Number: \_\_\_\_\_