

City of Moreno Valley  
Parks & Community Services  
Open Play Membership Application

**RULES & CODE OF CONDUCT**

1. No private practices or use of training equipment of any kind.
2. Wristbands are to be worn at all times.
3. All players must scan their membership cards prior to entering the gymnasium
4. Parents/guardians who attend open gym with their child(ren) during youth open play must be seated on the sideline bleachers and are not allowed to be a part of gameplay on the court.
5. A form of identification is required for membership.
6. Wristbands are to be worn at all times.
7. No profanity, abuse of gym equipment/facilities, verbal or physical fighting.
8. No bags or backpacks allowed inside the gym facility. Staff will not hold bags for any reason. The City is not responsible for valuables left in bags.
9. No dunking or hanging on rims.

**CAUSE FOR SUSPENSION OR TERMINATION OF MEMBERSHIP**

- All Members and Guests are expected to observe Conference & Recreation Center policies and procedures. If any policies or procedures are not followed, membership privileges may be suspended or terminated at the discretion of Parks & Community Services staff.
- There will be no vulgar or offensive language, no smoking or use of other tobacco products, or marijuana on City property, no inappropriate physical contact (shoving, roughhousing, fighting, etc.).
- The Conference & Recreation Center has a **ZERO TOLERANCE POLICY** for firecrackers or other explosives, weapons, vandalism, extortion, harassment, threats or threatening behavior, hate crimes, bullying, gang activity, illegal substances, or alcohol. Should any of these activities occur the City of Moreno Valley Police will be called immediately and all applicable state and federal laws will be enforced.
- The final decision on suspension or termination of open play membership rests solely with the Parks & Community Services staff.

**PARTICIPANT ACKNOWLEDGEMENT & COMMITMENTS**

I, the participant, understand that by signing this membership application, I will follow all rules and regulations set forth by the City of Moreno Valley Parks & Community Services Department. I understand that violating the rules and regulations of the center or engaging in inappropriate conduct may result in suspension or removal from the Center.

Applicant Name	Applicant Signature	Date
Parent/Guardian Name	Parent/Guardian Signature	Date

## Moreno Valley Open Play Membership Registration

**Membership Type:**  
(check one)

Youth Open Play (9-17)

Adult Open Play (18+)

Member's Name	Gender	D.O.B	Members Cell Phone #	
		_/_/____	( ) -	
		_/_/____	( ) -	
		_/_/____	( ) -	

Address:

Home Phone: ( ) -      Cell Phone: ( ) -

Email Address:

Parent/Guardian Name *(if member is a minor)*:

Address:

Home Phone: ( ) -      Cell Phone: ( ) -

Email Address:

### In Case of Emergency Call (Other than Guardian's already listed)

Name:	Phone: ( ) -	Relationship:
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Name:	Phone: ( ) -	Relationship:
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Name:	Phone: ( ) -	Relationship:
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Please list any allergies to medications, foods, or environment, such as bee stings, etc. that you may have.

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Please list the member(s) doctor and phone numbers to their doctors.

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Member Signature:	Date:
Parent/Guardian Signature <i>(if member is a minor)</i> :	Date:

### FOR OFFICE USE ONLY

Membership Packet Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Membership Accepted:    Yes    No

## **Release, Waiver and Indemnity Agreement**

For and in consideration of permitting me and/or my child, ("Permittee" ) to participate in the Program ("Program") at Moreno Valley Parks & Community Services, and to the furthest extent allowed by law, I/We agree to release, indemnify, hold harmless and defend the City of Moreno Valley ("City"), Moreno Valley Community Services District ("CSD"), Moreno Valley Housing Authority ("Housing Authority") and each of their officers, officials, employees, agents and volunteers from and against any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, CSD, Housing Authority, Permittee, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen out of Permittee's participation in the Program. I/WE AGREE TO ASSUME THE RISK OF PERSONAL INJURY, PROPERTY DAMAGE AND/OR WRONGFUL DEATH (TO PERMITTEE) WHILE PARTICIPATING IN THE PROGRAM AND I/WE DO HEREBY VOLUNTARILY RELEASE THE CITY, CSD AND THE HOUSING AUTHORITY FROM, AND DO WAIVE ANY RIGHT OF ACTION OR CLAIM FOR, ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY ANY OF THEIR NEGLIGENCE.

I/We, for myself/ourselves, my/our heirs, executors, administrators or assigns agree and understand that participation in the Program for which this Release, Waiver and Indemnity Agreement ("Agreement") applies, does not make me (Permittee) an employee of the City, CSD and/or the Housing Authority and does not grant me (Permittee) any right, title or interest in any Workers' Compensation benefits offered employees of the City, CSD or the Housing Authority. Further, I/We, for myself/ourselves, my/our heirs, executors, administrators or assigns waives, and relinquishes any interest or right to claim any interest in any employment benefits offered employees of the City, CSD and/or the Housing Authority by reason of any common law employee rights theory or similar employment entitlements of any kind.

From time to time, the City of Moreno Valley may videotape or take photographs of various Parks and Recreation classes or programs. These videos or photographs to be used to promote the classes and programs to the community of the City of Moreno Valley. The video may be edited and cablecast on MVTV-3 at the discretion of the City Communications Department, and the photographs may be used in various print, digital, or any and all mediums. I give my/our permission to the City of Moreno Valley to use images of me (my/our child) to promote classes and programs to the community of the City of Moreno Valley. I understand and agree that (my/our child and/or) I am (are) not entitled to any compensation whatsoever for the use of my (child's) images.

I/We shall reimburse City, CSD and/or the Housing Authority for all costs and attorney's fees incurred by City, CSD and/or the Housing Authority in enforcing this Agreement. This Agreement shall survive my (Permittee's) participation in the Program. I/We agree that the contents of this document shall be binding upon my/our heirs, executors, administrators and assigns.

I/We acknowledge that I/we (i) have read and fully understand the content of this Release, Waiver and Indemnity Agreement; (ii) am/are aware that this is a release of liability and a contract between the City, CSD, the Housing Authority and me/us; (iii) has been fully and completely advised of the potential dangers incidental to my (my/our child) participation in the Program and have had an opportunity to consult with my (my/our child's physician), in my/our discretion; (iv) have had the opportunity to consult with my/our attorney, in my/our discretion; and (v) am/are fully aware of the legal consequences of signing this document.

Refunds must be requested in writing prior to the registration deadline. Refunds are not granted after the first class meeting. A 20% processing fee is applied to ALL refunds or program transfers. Refunds take approximately one month to process. Fees paid for classes cancelled by the Parks & Community Services Department are refunded in full. A request for transfer to another class must be done in person at the Parks & Community Services office and will be subject to a 20% processing fee.

**I HAVE READ THIS RELEASE, WAIVER AND INDEMNITY AGREEMENT, FULLY UNDERSTAND IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT**

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

Applicant Signature: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_