

Newcomers Club of Tucson, Arizona

(Hereinafter "*the Club*" or "*Club*")

Use Authorization, Personal Information Notice and Agreement, General Waiver and Release, and Special Disclosure and Release

Use of Photographs of Members

As a condition of my membership in the Newcomers *Club* of Tucson, AZ, I understand that, during Newcomer *Club* activities, photographs of members and their guests may be taken and used by *the Club* at its discretion without compensation to, or further approval by me, for *Club*-related purposes. I hereby grant permission to the *Club* and its agents or employees to use photographs and/or video and audio taken of me and my guests. These images may be used in educational and marketing materials such as social media, recruiting collateral and both printed and online newsletters. Furthermore, I authorize the use of my image, likeness, and voice for all program promotions, materials, and any other purposes in connection with such programs as deemed appropriate and necessary by *the Club*.

Use of Personal Contact Information

I understand that *the Club* will protect my privacy to the best of its ability and will not share or sell my personal contact information, including name, address, telephone number and email address. I understand that this information will only be used in the conduct of club business and in the Member Directory, unless otherwise requested, and that, in order to protect my privacy, The Member Directory is not to be shared with anyone or any organization outside of *the Club*.

Waiver and Release

I agree that, as a member, I am, and any guests invited by me are, voluntarily attending or participating in events and activities organized by or sponsored by or on behalf of *the Club* or its members, including but not limited to "Meet Me" events organized by Club members (collectively, "the Events"), and I acknowledge that there are risks and hazards inherent in this participation, including but not limited to travel to and from the Events. I also acknowledge and agree that the Club expects all Club members and their guests to act responsibly with respect to the consumption of alcohol and will either assign a designated driver or make other transportation arrangements when alcohol is consumed at an Event.

I hereby **waive, release, and forever discharge** *the Club*, its directors, officers, employees, volunteers, representatives, agents, members or affiliates thereof, and any of their successors or assigns (collectively, the "Club and related parties") from any and all liabilities, claims, demands, expenses, or damages of every kind and nature whatsoever, whether known or unknown, including but not limited to reasonable attorneys' fees and costs, arising from or in any way related to my membership or my or my guest's attendance at or participation in the Events, whether resulting from negligence or any other cause. **I hereby warrant that I will advise my guests of the existence of this Waiver and Release, and, if required on the online registration page for an Event, I will secure my guest's written Waiver and Release, prior to their participation in Events.**

Further, **I agree to defend, and hold harmless** *the Club* and related parties from any and all liabilities or claims made by other individuals or entities arising from or in any way related to my membership or my/and or my guests' attendance at/or participation in the Events, including but not limited to reasonable attorneys' fees and costs.

This Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the fullest extent permitted under applicable law and that if any portion hereof is later found to be invalid or unenforceable, the balance of this Waiver and Release of Liability shall continue in full force and effect.

This waiver shall remain in effect as long as I am a member in good standing of the *Club*. I acknowledge I carefully have read and fully understand this agreement and that I freely and voluntarily execute same. This agreement contains the entire agreement between the parties, and the terms hereof are contractual and not a mere recital.

Date _____

Signature of Member _____

Printed Name of Member _____