

Sterling Community Center

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NON-MEMBER/GUEST FORM

Name of Adult/Parent/Guardian (*please PRINT*) : _____

Names/Ages of Other Immediate Family Members Under Age 18: _____

Address: _____ City/State/Zip _____

Cell: _____ Phone: _____ E-mail: _____

Emergency Contact Name: _____ Relationship: _____

Emergency Phone: _____ Health Insurance Carrier: _____

Indemnification: At all times, the Non-Member will indemnify the Sterling Community Club, Inc. and the Sterling Community Center from all losses, damages, liabilities and expenses that arise or are claimed against the SCCI or SCC and that are in favor of any person, firm or corporation for personal injuries or property damages, including but not limited to assault or sexual harassment, that arose about or on the premises as a result of the Non-Member's use or occupancy of the premises, or that arose from the Non-Member's failure to comply with any laws, statutes, ordinances or regulations.

The Non-Member shall be fully liable for his/her actions and shall fully indemnify and hold harmless the SCCI & SCC, its employees, Board of Trustees, agents, and assigns from claims, suits, actions, damages and costs of every type and description, including attorney's fees (at both trial and appellate levels), arising from or relating to personal injury or death, including but not limited to assault or sexual harassment, and damage to real property or tangible personal property, alleged to be caused in whole or in part by the SCCI or SCC, its officers, directors, members, partners or subcontractors and employees or agents of any of them: provided, however, that the Non-Member shall not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omission of the SCCI or SCC.

The Non-Member shall fully indemnify and hold harmless the SCCI and SCC, and its agents, employees, Board of Directors and assigns from any claims, suits, actions, damages and costs of every type and description, including attorney's fees (at both trial and appellate levels), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right made by third parties for any alleged violations by Non-Member, its agents, employees or assigns. In the event of a claim, the SCCI & SCC shall promptly notify the Non-Member in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS), which provides evidence of delivery, at the notice address provided.

The SCCI & SCC shall provide all available information and assistance that the Non-Member may reasonably require regarding any claim. In the event that there is a conflict between the Agreement and any other applicable indemnification agreement between the SCCI & SCC and the Non-Member, the Agreement which provides the most protection for the SCCI & SCC shall take precedence. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

SCCI is the "payer of last resort" and the Non-Member is responsible for using his/her own insurance for accident or injury costs as primary payer. (INITIALS _____)

Signature of Non-Member Adult/Parent/Guardian:

Name: _____ Date: _____