

# M.A.S.A. Membership Information Form

Please Print

Last Name First Name Birth Date  
(Head of Household)

Street Address (may write SAME if no changes)

City State Zip Code

Home Phone Work or Cell Phone (whose?)

E-mail address (whose?)

## Family Names

Spouse: Birth Date: Sex:

Children:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **The following portion of this form MUST be completed for tax purposes.**

Will more than 50% of the time that you spend at the pool be for instructor led classes? This includes swim lessons, fitness classes, swim team, and our vintage swim program.

Yes \_\_\_\_\_

No \_\_\_\_\_

### Payment Options:

- Cash in Full
- 1/3 now, 1/3 in 30 days, balance in 60 days

Cost of Membership: \_\_\_\_\_  
Coupon or Incentive: \_\_\_\_\_  
Cost after Discount: \_\_\_\_\_  
Amount Enclosed: \_\_\_\_\_  
Balance Due: \_\_\_\_\_

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

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

Today's Date: \_\_\_\_\_

To be used only if you have never been a member before.  
Referred By: \_\_\_\_\_

### Youth Membership Only:

Parent's First and Last Name \_\_\_\_\_

Phone Numbers for emergency contact \_\_\_\_\_

Please send my newsletter  
***Ripples from the Pool!***

By e-mail (recommended)

By mail (1x per year now)

We occasionally use photos on our website or for promotional purposes. No names will be included. This is okay with us \_\_\_\_\_  
Please don't use our photo \_\_\_\_\_

### Type of Membership/Status

\_\_\_\_ Family      \_\_\_\_ New  
\_\_\_\_ Adult      \_\_\_\_ Renew  
\_\_\_\_ Youth      \_\_\_\_ Returnee

### Make Checks payable to:

M.A.S.A., Inc.  
P.O. Box 441  
Marathon, WI 54448

Fair Share: I understand that the above rates are based on only a portion of our operating costs. I elect to pay my FULL FAIR SHARE by making a tax-deductible contribution of \$\_\_\_\_\_.

Membership is Non-Refundable/Non-Transferable. I have completed the back of this page \_\_\_\_\_ (Initial please)

## Release, Indemnification, and Hold Harmless Agreement

In consideration of my involvement and participation in activities at Marathon Area Swim Association, Inc. ("MASA"), I, the individual named below, agree to the terms and conditions set forth as follows:

1. I am aware, have been fully informed, and understand that participating in activities at MASA including, but not limited to, swimming, swim lessons, water fitness and rehabilitation, and swim team involves known and anticipated hazards and risks that could result in physical injuries, emotional injuries, illness, paralysis, permanent disability, death, and property loss or damage. Risks include, but are not limited to, death as a result of drowning or brain damage caused by near drowning, broken bones, torn ligaments or strains as a result of falls on the deck or from having a diving board, medical conditions resulting from physical activity, possible equipment failure and/or malfunction of my own or other's equipment, and damage to, or loss of, personal property.
2. IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN SUCH ACTIVITIES AND WITH KNOWLEDGE OF THE RISKS INVOLVED, I AGREE TO ACCEPT AND ASSUME ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE ASSOCIATED THEREWITH.
3. I understand such risks simply cannot be eliminated, despite the use of safety equipment, lifeguards, or other safety mechanisms, and I acknowledge that I am voluntarily participating in activities understanding of such risks
4. I EXPRESSLY WAIVE, RELEASE, DISCHARGE, AND COVENANT THAT I WILL NOT SUE, MASA, ITS MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, VOLUNTEERS, PARTICIPANTS AND ALL OTHER PERSONS OR ENTITIES ACTING FOR THEM (HEREINAFTER COLLECTIVELY REFERRED TO AS "RELEASEES") WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR CAUSES OF ACTION THAT I MAY HAVE FOR BODILY INJURIES, DEATH, PROPERTY LOSS, AND PROPERTY DAMAGES ARISING OUT OF MY PARTICIPATION IN ACTIVITIES AT MASA.
5. I AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASEES FROM AND AGAINST ANY LOSSES, LIABILITIES, DAMAGES, CLAIMS, DEMANDS, ACTIONS, OR EXPENSES, INCLUDING ATTORNEYS' FEES AND THE COSTS TO ENFORCE THIS AGREEMENT, THAT I, MY ESTATE, HEIRS, SURVIVORS, EXECUTORS, OR ASSIGNS, MAY HAVE ARISING FROM MY PARTICIPATION IN ACTIVITIES AT MASA, MY USE OF MASA'S EQUIPMENT OR FACILITIES.
6. I represent that I have adequate insurance to cover any injury or damage that I may suffer or cause while participating in activities at MASA, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in activities at MASA, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. If at any time I believe that activity conditions are unsafe or that I am unable to participate due to any such condition, then I will immediately discontinue participation.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect and that this agreement is binding on all parties and their heirs, survivors, executors, and assigns.

**BY SIGNING THIS DOCUMENT, I AGREE THAT IF I AM HURT OR MY PROPERTY IS DAMAGED DURING MY PARTICIPATION IN ACTIVITIES AT MASA, THAT I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST THE RELEASEES.**

I have had sufficient time to read this entire document and, I acknowledge that should I choose to do so, I may consult with legal counsel prior to signing. I agree that the opportunity to participate in activities at MASA in return for the execution of this release is reasonable and adequate consideration. **I have read and understood this document, and I agree to be bound by its terms.**

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **Parent or Guardian Additional agreement (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (Print minor's name) being permitted to participate in activities at MASA, I, as parent, guardian, or temporary guardian, with legal responsibility for this minor participant, have reviewed the preceding Release, Indemnification and Hold Harmless Agreement. I understand that there are significant risks to the minor participant's health, safety, and property, including significant risks that the participant could be seriously injured or die. WITH FULL KNOWLEDGE OF THESE RISKS, I HEREBY CONSENT AND AGREE TO THE MINOR PARTICIPANT'S PARTICIPATION IN ACTIVITIES AT MASA AND AGREE TO RELEASE, INDEMNIFY, AND HOLD HARMLESS RELEASEES FROM ANY AND ALL LIABILITIES AND CLAIMS INCIDENT TO THE MINOR PARTICIPANT'S INVOLVEMENT IN ACTIVITIES AT MASA AND WHICH ARE BROUGHT BY OR ON BEHALF OF MYSELF OR THE MINOR PARTICIPANT.

**Parent/Guardian Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_