



Club Terms of Membership

Proposed By: Dave Arterburn, EPNC President and Melissa Wood, VP Membership

Originally Adopted: August 9, 2018

Revision Approved: October 12, 2023

It is a policy of the Club that each Active and Prospective member household be required to agree to a “Terms of Membership” statement as a condition to joining or renewing their membership with the club.

These terms would include plain-language provisions for:

- **Privacy Policy** - the Club’s pledge to not share members’ personal information with any party other than Active and Prospective members and Graduates. Active and Prospective members as well as Graduates have the option to opt-out of publication of some of their information.
- **Liability Waiver** - a broad, plain-language statement that a member agrees to waive their right to make a liability claim against the Club for harm that they incur while participating in Club sponsored activities.
- **Cancellation Policy** - establishing that each member, once registered for an event, is responsible to pay the participation fee for that event, even if they do not attend, unless they have canceled prior to the deadline established for that event.
- **Use of Images** - affirms the Club practice of publishing images of participants attending EPNC events; and grants participants the right to request that images including them be removed from public view. Members who publish images of other members and/or participants in EPNC events (independently of Club publications) will remove them from public view if requested in writing by another member or participant.

With the concurrence of legal counsel, the following Membership Terms and Conditions were adopted by the 2023-2024 EPNC Board and will be published on the website. The website sign-up/renewal process shall be modified to require agreement with those published terms as of the approval date of this policy.



EPNC Membership Terms and Conditions

Liability Waiver:

BY YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE TERMS OF MEMBERSHIP OF THE ESTES PARK NEWCOMERS CLUB (THESE "TERMS OF MEMBERSHIP") AND IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE CLUB'S EVENTS AND ACTIVITIES, YOU (AND YOUR HEIRS, PERSONAL REPRESENTATIVES AND/OR ASSIGNS) (A) AGREE TO RELEASE, WAIVE AND DISCHARGE THE ESTES PARK NEWCOMERS CLUB, ITS DIRECTORS AND OFFICERS, AND PERTINENT EVENT AND/OR ACTIVITY ORGANIZERS OR LEADERS (TOGETHER, "EPNC") FROM ALL LIABILITY AND FROM ANY AND ALL CLAIMS ARISING FROM YOUR PARTICIPATION IN ANY EPNC EVENT OR ACTIVITY, (B) YOU INTEND FOR THIS LIABILITY WAIVER AND RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE, WAIVER AND DISCHARGE, AND (C) YOU COVENANT NOT TO SUE EPNC. YOU EXPRESSLY AGREE THAT PARTICIPATION IN EPNC EVENTS AND ACTIVITIES ARE AT YOUR SOLE RISK.

You further agree to indemnify and hold EPNC harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of your EPNC membership and/or your, any of your family members or any of your guests participation in any EPNC Event or Activity and/or your violation of any term of this Liability Waiver and Release (the "Waiver") as well as these Terms of Membership.

You expressly agree that this Waiver is intended by you to be as broad and inclusive as is permitted by Colorado law and that if any provision of this Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver and shall not affect the validity and enforceability of any remaining provisions.

Privacy of Information:

The Club collects personal information from you and other adult members of your household (including your names, address, telephone numbers, email addresses and other pertinent information) for the purpose of contacting you for official club business. We may send you a monthly newsletter as well as other electronic messages from time to time, and, unless you state otherwise, we will publish your personal information in our members' roster, which is only made available to active members of the Club. We do not sell or disseminate to other entities.

If you would like to exclude some of your personal information from the published Club directory, you can indicate that preference on your online member profile.

You agree to the above use of your personal information, and also agree to keep any information obtained from the Club membership directory confidential by NOT using it for any purposes outside Estes Park Newcomers' Club business - including use for



commercial gain, any form of advertising or marketing, or distribution to third parties. It is the duty of all members to report any such disclosure to an officer of the Club immediately.

Cancellation Policy:

It is the policy of the Club that anyone who registers for an event, but does not cancel prior to the published cancellation cutoff date, will be responsible for the participation fee, even if they cannot attend the event.

Club Use of Images:

With today's technology, it is almost certain that photos will be taken at Club events. You agree that the onus is on you to leave a photo opportunity if you do not want your photo taken or published in the Club's newsletters, on the Club's website, Club's social network (e.g. Facebook) or any means used by the Club to promote the Club and its activities. The Club agrees to, where possible, to remove your photo, or request that your photo be removed, upon written request by you.

Members Use of Images

I understand that social media has become pervasive. I agree that when I have taken photos at Club events for my personal use and/or personal social network, that I will honor a member's request to remove their photos from my social network and/or the public view. I will treat members with respect, just as I expect to be treated with respect. I agree that nobody needs to be portrayed in an unflattering or disrespectful manner.

Agreement:

I acknowledge that I understand these terms. I am aware that it is legally binding, and I agree to it, on behalf of all adults in my household, and out of my own free will.