



WELCOME TO TRAIL OF JOHNSON COUNTY!

This form should be used when applying for an **Affiliate Membership**, at either the Individual or Household level. If you are applying for a Household Membership, we ask that you designate a “primary” member to receive various membership-related communications. This will help avoid duplicate mailings, renewals, event registrations, etc. Please sign and date the Confidentiality Statement and Membership Agreement on pages 4-5, and return the completed form to the address below. If you have any questions about TRAIL membership or need assistance with this form, please call our office at (319)-800-9003. *Thank you!*

TRAIL of Johnson County / 28 South Linn Street, Room 201/ Iowa City, IA 52240
info@trailofjohnsoncounty.org / www.trailofjohnsoncounty.org

PRIMARY MEMBER

| | | | |
|--|----------------|------------|---|
| Dr. Mr. Mrs. Ms. | Your Last Name | First Name | Middle |
| Preferred Name (first name, nickname, title) | | | Birthdate (the year is optional!) / / |
| Your Contact Information | | | |
| Street Address: | | | Apt #: |
| City: | State: | Zip: | |
| Please share your phone number(s) and <i>circle</i> the number you prefer we use to reach you: | | | |
| <input type="checkbox"/> Home: _____ <input type="checkbox"/> Cell: _____ | | | |
| Email Address: | | | Do you check email regularly? <input type="checkbox"/> Yes <input type="checkbox"/> No |

SECONDARY MEMBER (for Household Memberships)

| | | | |
|---|----------------|------------|---|
| Dr. Mr. Mrs. Ms. | Your Last Name | First Name | Middle |
| Preferred Name (first name, nickname, title) | | | Birthdate (the year is optional!) / / |
| Please share your phone number(s) and indicate the number you prefer we use to reach you: | | | |
| <input type="checkbox"/> Home: _____ <input type="checkbox"/> Cell: _____ | | | |
| Email Address: | | | Do you check email regularly? <input type="checkbox"/> Yes <input type="checkbox"/> No |

EMERGENCY CONTACT INFORMATION

This information will be stored in your TRAIL member profile and used only in the case of an emergency (for example, if you should become ill during a TRAIL event). TRAIL does not provide emergency response services, nor are we a crisis management provider, but we will attempt to determine if an emergency situation has occurred and get help if necessary.

Please fill in the information below, or *check the box indicating that you do not wish to provide an emergency contact.*

| | | |
|---|-------------|---------------|
| Emergency contact Last Name: | First Name: | Relationship: |
| What phone number should we store in our system for your emergency contact? (include area code) | | |
| Email for emergency contact: | | |

I do not wish to provide TRAIL with an emergency contact at this time.

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PAYMENT INFORMATION

- Affiliate membership for single individual: \$110/year
- Affiliate membership for household with 2 or more: \$170/year

Would you consider making a charitable donation, over and above your membership fee, to help TRAIL maintain its services and benefits and to expand our Supported Membership Program for income-eligible households?

- Charitable donation \$_____

I would like to make my donation:

- In honor of _____
- In memory of _____
- A gift notification should be sent to:

Name_____

Address_____

City/State/Zip_____

- Membership payment \$_____
- TOTAL \$_____

I/we are making our membership payment via: check credit card other:_____

Check enclosed (payable to TRAIL of Johnson County) - OR -

Credit card number: _____ Expiration date: _____

Name on card: _____

Authorized signature: _____

I/we also are interested in volunteering for TRAIL. Please contact me with more details.

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CONFIDENTIALITY STATEMENT

All information you provide to TRAIL will be kept confidential, except for what you choose to share in our Member Directory on the password-protected TRAIL member website. TRAIL maintains the privacy of members' personal information in accordance with applicable Iowa law. This document will be kept within a secured document storage system maintained by TRAIL staff. Confidential information will only be shared when necessary for the purposes of arranging the services and activities you and other members want and need. Such sharing will be restricted to staff, key volunteers, or providers of services, unless you direct us otherwise. Any names and phone numbers you give us will be kept confidential within the office and will only be used for emergencies. Additional information will be released only with your consent.

I HAVE REVIEWED AND UNDERSTAND THE CONFIDENTIALITY STATEMENT.

Please initial and date: _____

Primary User

Secondary User (Household only)

TRAIL MEMBERSHIP AGREEMENT

This Membership Agreement is between the Iowa nonprofit, *Tools and Resources for Active Independent Living of Johnson County* (hereinafter, "TRAIL"), and the Member(s) who signed and dated this Agreement below.

- 1. Term of Agreement.** This Agreement shall commence on the date set forth below and shall continue until terminated by TRAIL.
- 2. Payment.** Annual membership fees may be paid in full via cash, check, or credit card, or in monthly installments via credit card or automatic bank withdrawal.
- 3. Membership Fees.** Membership fees are as determined from time to time by TRAIL in its sole discretion. Membership fees do not include charges by third-party providers for activities or services in which Member(s) may participate.
- 4. Activities, Services, and Third Parties.** TRAIL acts on behalf of its Member(s) to identify activities and services which may benefit Member(s) and the communities in which Member(s) live. TRAIL offers such activities and services primarily through third parties.
- 5. Liability and Assumption of Risk.** TRAIL does not assume any responsibility or liability, either direct or indirect, in connection with, relating to, or arising out of (i) activities or services in which Members may participate as a result of membership in TRAIL, or (ii) activities or services provided by any third party that is a provider to TRAIL Members. The undersigned Member(s) hereby assume all risk for participating in any such activities and/or contracting for or receiving any such services.
- 6. Waiver, Release, and Indemnification.** The undersigned Member(s) hereby (i) fully release and discharge TRAIL, its Members, officers, directors, employees, independent contractors, and volunteers (together, the "Released Parties") from any and all claims, demands, causes of action, administrative claims, liability, damages, claims for attorney's fees, costs, disbursements, or demands of any kind whatsoever, that Member(s) have or might have against the Released Parties, or any of them, present or future, known or unknown, anticipated or unanticipated, resulting from, arising out of, or in connection with any services or activities of, by or from any third parties, including specifically third parties who may provide or make services or activities available to TRAIL Members; and (ii) agree to indemnify and hold the Released Parties, and each of them, harmless from and against any and all costs, expenses or damages

(including, without limitation, attorneys' fees) resulting from, arising out of, or in connection with any and all claims brought by or through the undersigned Member(s), including but not limited to subrogation claims by any insurance company of the undersigned Member(s).

The undersigned Member(s), acknowledge that he/she/they have carefully read the foregoing Waiver, Release, and Indemnification and understand that it has binding legal effect and is a waiver of all claims and a complete release of all liability.

7. Photo and Media Release. The undersigned Member(s) grant TRAIL, or anyone authorized by TRAIL, permission to use photograph(s) or given quote(s) for any purpose whatsoever and without further compensation to undersigned Members. All negatives, positives, prints, and digital image files shall constitute property of TRAIL solely and completely. Note: If you prefer your photos or quotes not be used by TRAIL, please initial and date here: _____

8. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes all other promises, representations, or understandings of any kind, whether written or oral, with respect to the undersigned Member(s) and TRAIL.

9. Changes Only by TRAIL. No one has the right or authority to make any changes to the terms of this Agreement, except for TRAIL's Board of Directors acting in a meeting that has been duly called and held. The undersigned Member(s) understand TRAIL may from time to time may make changes and adopt policies that affect terms and privileges of membership.

10. Severability. If a court finds any term of this Agreement to be invalid, unenforceable, or void, the parties agree that the court shall modify that term to make it enforceable to the maximum extent possible. If the term cannot be modified, the parties agree that the term shall be severed, and all other terms of this Agreement shall remain in effect.

11. No Waiver. TRAIL will not lose or be deemed to waive its rights under this Agreement if it delays or fails to enforce such rights.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa and this Agreement is entered into in Johnson County, Iowa.

13. Involuntary Membership Termination. TRAIL reserves the right, in its sole discretion, to terminate this Agreement at any time if TRAIL determines it is in the best interest of the organization, its members, volunteers, or the undersigned member. If TRAIL terminates this Agreement, it will refund a portion of the annual fee paid on a prorated basis from the month of termination. TRAIL will notify the member in writing when their membership is terminated.

The undersigned Member(s), having read this Agreement carefully, fully understanding its terms, hereby agree to all terms of membership as stated herein.

| | | |
|------------|-----------|-------|
| _____ | _____ | _____ |
| PRINT NAME | SIGNATURE | DATE |

| | | |
|------------|-----------|-------|
| _____ | _____ | _____ |
| PRINT NAME | SIGNATURE | DATE |