

FREMONT PEAK OBSERVATORY ASSOCIATION APPLICATION FOR SUPPLEMENTAL FPOA OBSERVER MEMBERSHIP

Name: _____

____ Observer Supplement \$30.00 per calendar year

____ Observer Supplement \$15.00 per calendar year, Student

A member must be an Observer to make use of the FPOA premises with a telescope or to use the 30-in. Challenger Telescope except as noted below. To become an Observer a member must have an Observer Supplement, complete Observer Training, and have a current Liability Waiver on file prior to the use of the FPOA Premises with his/her Telescope or an FPOA Telescope. An Observer Supplement is an annual supplemental membership and is in addition to any other membership.

- Only current FPOA Members are eligible to be an Observer.
- An Observer must satisfy annual service prerequisites prior to any personal use of the 30" Challenger telescope.
- Agree to FPOA Reservation Procedure published on the FPOA website.
- Note: Members who are Astronomy Interpreters need not have an Observer Supplement to use their telescopes on the FPOA Premises while they are a part of a scheduled Public Program.

(Please note: Observer Supplemental Memberships run through December 31.)

New Observers must complete this Application and the Liability Waiver even if paying via PayPal. You can renew via PayPal.

If you pay by check, then include your check payable to FPOA. Please do not send cash. Please mail this to:

FPOA Membership
c/o Rob Hawley
1233 Hillcrest Dr
San Jose CA 95120-4037

Be sure to include:

This application form

Complete your PayPal payment. **OR**, if you are paying your dues now, then your check (no cash) payable to FPOA.

Liability waiver (if not on file)

Acknowledgment of FPOA Member Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in Fremont Peak Observatory Association Events, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each Event and cannot be eliminated without destroying the unique character of the Event. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of night time activities in the dark and/or observing the sun and the Fremont Peak Observatory Association has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, FPOA volunteer staff, FPOA interpretive program presenters, “presenters,” and assistants or third parties, either as a result of negligence or because of other reasons. **I understand that risks of Injuries and Damages are involved in night time activities and/or observing the sun at Fremont Peak Observatory Association Events** and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on FPOA Events there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed. In consideration for my acceptance as a participant in FPOA Events, and the services and amenities to be provided by the Fremont Peak Observatory Association in connection with Events, I confirm my understanding that:

1. I have read any rules and conditions applicable to the Event made available to me; and I acknowledge my participation is at the discretion of the presenter.
2. The Events officially begins and ends at the location(s) designated by the Fremont Peak Observatory Association. The Events do not include carpooling, transportation, or transit to and from the Events, and I am personally responsible for all risks associated with such travel. This does not apply to transportation provided by the Fremont Peak Observatory Association during Events.
3. This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
4. To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** the Fremont Peak Observatory Association, its officers, directors, employees, agents, and presenters from **any and all liability** on account of, or in any way resulting from Injuries and Damages, even if caused by **negligence** of the Fremont Peak Observatory Association its officers, directors, employees, agents, and leaders, in any way connected with Events. I further agree to **HOLD HARMLESS** the Fremont Peak Observatory Association, its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on Events. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on Events.
5. I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the Event.

Signature

Address

Name, Printed

City, ST Zip

Date

Rev. February 4,2006

Phone