

## **Acknowledgement of Receipt of Membership Information Forms**

Your signature below indicates that you have received and reviewed the following forms:

### **FORMS**

1. Code of Conduct
2. Consequences of Inappropriate Behavior
3. Grievance Procedure
4. Photo & Filming Release
5. Release, Waiver of Claims, Hold Harmless, Indemnification and Assumption of Risk

I acknowledge receipt and agree to the above forms.

\_\_\_\_\_  
Participant's printed name

\_\_\_\_\_  
Participant's signature

\_\_\_\_\_  
Date

For Office USE (please PRINT clearly) .....

Member's Membership Swipe Tag Number: \_\_\_\_\_

Date Photo Taken: \_\_\_\_\_

Staff's Name Who Completed New Member Packet Process: \_\_\_\_\_

Date Information Entered into System \_\_\_\_\_



## **Code of Conduct**

- Participants are required to record attendance for programs or activities by “signing in” with his/her membership swipe tag for activities and programs that she/he participates in.
- Disruptive behavior is prohibited. Any participant whose activity, personal conduct or physical condition is disruptive to the legitimate use of Wise & Healthy Aging may be subject to sanctions. Disruptive or inappropriate behavior may include (but is not limited to):
  1. Verbal or physical aggression, sexual harassment, or stalking
  2. Use of language that is obscene, abusive, threatening or derogatory to others
  3. Being under the influence of alcohol or drugs or being in possession of alcoholic beverages, unauthorized substances, or illegal drugs
  4. Being in possession of weapons of any kind
  5. Person with deteriorated personal hygiene that presents a health or safety hazard to others
  6. Persons who constitute a clear and present danger to The Club/Diner participants, staff, or volunteers
  7. Participation in any illegal activities while on the property is prohibited
  8. Solicitations by any person, agency or company for private gain are prohibited
  9. Any form of gambling or gaming on property is prohibited
- Harassment or discrimination on the basis of race, gender, sexual orientation, age, national origin, religion, or disabling condition is not tolerated.
- Stealing, damaging, or destroying property at The Club/Diner and/or participants property is prohibited (includes misuse of the public restrooms).
- Accessing pornographic materials via the Internet and/or being in possession of pornography on The Club/Diner property is prohibited.
- Notices cannot be posted or distributed on the premises except in accordance with a Club/Diner sponsor or the City of Santa Monica.
- Wise & Healthy Aging does not assume responsibility for loss or damages of any personal property at The Club/Diner and/or on outings/excursions.
- Appropriate behavior including courtesy and respect for others is expected of members while at The Club/Diner as well as on any other Wise & Healthy Aging related outings/excursions.

## **Consequences of Inappropriate Behavior**

Anyone engaging in inappropriate behavior or failing to abide by the “Code of Conduct” (given to each member) of participation, including the City of Santa Monica’s ordinance for rules of conduct, will be subject to any or all of the following actions:

1. If appropriate, referral to organization(s) or agency(ies) for assistance with needs or issues
2. If the behavior causes concerns of safety, the City of Santa Monica Police Department will be called for assistance in response to dangerous and/or threatening circumstances or behavior. Such serious behavior may lead to immediate suspension or termination of membership.
3. At the first occurrence of inappropriate behavior, verbal discussion/counseling will take place between Wise & Healthy Aging staff and the participant. At the second occurrence of inappropriate behavior, another verbal discussion/counseling will take place between Wise & Healthy Aging staff and the participant, followed by a written warning issued to the participant from the program manager/director. Subsequent occurrences may lead to suspension or termination of membership.
4. Incidents involving egregious behavior are not subject to progressive discipline steps (verbal, written warnings). If deemed appropriate by Wise & Healthy Aging, member may be suspended or terminated based on the nature of the offence.

## **Grievance Procedure**

This policy explains the grievance procedure for clients, members, volunteers, and outside parties which do business with Wise & Healthy Aging with the exception of the Long-Term Care Ombudsman (LTCO) Program. *The grievance procedure for the LTCO Program can be requested from the Ombudsman Program Director.*

All members receive a copy of this policy, and sign an acknowledgment of receipt of this form (see Acknowledgment of Receipt of Member Information Forms) upon initiating membership. A member who has a concern or problem regarding the services rendered, may resolve them by following the steps below. Relatives and other representatives may submit a grievance on behalf of a client, member, or volunteer.

**All grievances to any program will be given immediate attention and will be responded to within three (3) working days.**

A copy of this policy is posted in visible locations on the premises and has been provided to each member.

### **I. Grievance Procedure**

1. If an individual has a concern or complaint, an attempt will be made to resolve the issue with the Wise & Healthy Aging representative in a prompt and professional manner at the participant/representative level. This includes confidentiality provisions to protect the complainant's privacy.
2. If at this time, the individual believes that the matter has not been resolved, then the individual may request that the representative's supervisor resolve the matter. The supervisor will contact the participant within three (3) working days from receipt of the grievance, discuss the situation and seek a resolution.
3. If the individual believes the resolution at the supervisor's level is unacceptable, then the individual may bring the matter, in writing, to the attention of the program head or Human Resources department. The program head or Human Resources department will contact the individual within three (3) working days from receipt of the grievance, discuss the situation, and seek a resolution.
4. If the individual believes the resolution at the program head's level is unacceptable, then the individual may bring the matter to the attention of the President and CEO. The President and CEO will reach a decision and respond to the issues raised within 3 working days from receipt of the grievance. Written notification will be provided to the complainant with the results of the review.

### **II. Copies of Grievances Filed**

Participants and their representatives who file a grievance may obtain a copy of their complaint within the same year filed by writing to Attention: Human Resources, Wise & Healthy Aging, 1527 4th Street, 2nd Floor, Santa Monica, CA 90401 or calling: (310) 394-9871.

## **Photo & Filming Release**

I hereby consent to the photographing, recording and reproduction in any other manner (including the use of film, video and audiotapes) of the likeness, voice and/or activities as a member of Wise & Healthy Aging programs and further authorize Wise & Healthy Aging, its agents or assign, to make unlimited use of such reproduction, including but not limited to broadcasting of the reproductions over radio, television, print and/or the internet. I do understand that I will not receive any monetary compensation now or in the future for participating. I do hereby release and hold harmless Wise & Healthy Aging, its officers, and employees from any claims.

## **Release of Liability Statement (Release, Waiver of Claims, Hold Harmless Indemnification and Assumption of Risk)**

In consideration of my participation in the programming/activities for which I have registered, I waive all claims for damages from death, personal injury, or property damage that may occur as a result of engaging in that programming or activity. This discharges in advance Wise & Healthy Aging, its employees and other agents from liability even though that liability may arise out of their negligence.

I know that the programming/activities involve a risk of accidents, and I willingly assume the risk. For physical activities that I sign up for, I take responsibility that I have cleared with my physician my ability to participate. This waiver, release and assumption of risk are binding on my heirs and assignees.

For any outings/excursions that I attend, I am aware that such trips may involve transportation; overnight accommodations; entertainment; meals; amusement facilities; tours; shopping areas; and exposure to such elements as heat, rain, cold and other unforeseen hazards. If I require emergency medical treatment for any reason while participating in these events, I authorize Wise & Healthy Aging staff to provide necessary first aid and if needed, to arrange for emergency transportation and admission to any licensed medical facility in the event I am unable to admit myself. I understand that emergency medical services are at my expense. I further understand that if I am not on time at specified departures for trips (going to and/or returning from), that I will be responsible for making my own arrangements thereafter, at my own expense.