

# Terms and Conditions of Membership in the Merrimack Valley Camera Club

Please read these Terms of Service ("Terms", "Terms of Service") carefully before using the <http://mvcameraclub.org/> website (the "Service") operated by Merrimack Valley Camera Club ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

## Field Trip Liability Release

I acknowledge that there are certain risks inherent in participating in field trips, including but not limited to property damage or loss, bodily injury or illness, including but not limited to, contracting a contagious disease (such as COVID-19), and death resulting therefrom, and I understand that all risks cannot be prevented.

I acknowledge that I am physically able to participate in these field trips, and I am not presently experiencing any contagious disease symptoms, nor have I, or any member of my household tested positive for a contagious disease within the past 14 days. I understand and hereby acknowledge that I assume all risks incurred by my participation in these field trips. In consideration of being allowed to participate in these field trips, I hereby release Merrimack Valley Camera Club Inc., its officers, members, and volunteers from all liability, now and in the future, for any and all claims arising out of, or in any way connected with, these field trips and my participation in them including, but not limited to, the risks as outlined above.

-Individuals who participate in any field trips during or after September 2020 and until further notice will be required to comply with the following conditions:

- Practice social distancing,
- have masks available and wear whenever social distancing cannot be practiced,
- provide their own transportation to and from field trip location (no carpooling),

Merrimack Valley Camera Club reserves the right to deny participation to anyone who refuses to comply with the above field trip conditions.

## Image Competitions

By entering images into competitions, you acknowledge that they comply with the rules of the competition. Images remain the property of the maker who hereby grants MVCC, its Successors And/or Assignee non-expiring permission to use the images in club related materials.

## Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

## Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Merrimack Valley Camera Club. Merrimack Valley Camera Club has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Merrimack Valley Camera Club shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## Governing Law

These Terms shall be governed and construed in accordance with the laws of Massachusetts, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If there is a material revision, we will try to provide at least 30-day notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please discontinue using the Service.

I am competent to execute this release and waiver, and have read and understood all the provisions contained in it.  
I accept the Terms and Conditions.

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

Member  
Signature: \_\_\_\_\_

Member  
Printed  
Name: \_\_\_\_\_

Rev: Sept 2020