

Guemes Island Community Center Association  
7549 Guemes Island Road  
Anacortes, Washington 98221

## **TERMS OF USE AND RELEASE OF LIABILITY AGREEMENT FOR MYGUEMES.ORG**

### **Recitals:**

1. The Guemes Island Community Center Association (“GICCA” herein) is a non-profit 501(c)3 organization located on Guemes Island, Washington. GICCA is funded by donations and run by volunteers.
2. The mission of GICCA is to promote the educational, recreational, and social welfare of the inhabitants of Guemes Island.
3. As part of facilitating this mission, GICCA maintains the myguemes.org website (the “Site” herein) to make mission-related information available to residents and visitors to Guemes Island. The information posted on the Site includes but is not limited to: (1) GICCA meeting agenda and minutes; (2) updates on GICCA projects (3) news stories and photographs related to Guemes Island; (4) events taking place on or related to Guemes Island; (5) volunteer opportunities on or related to Guemes Island; and, (6) other information related to the mission of GICCA and the Guemes community.
4. Use of the site is free to any person with access to the internet and who agrees to the “Recitals” and “Terms” herein, which together make up this “Terms of Use Agreement for myguemes.org” (the “Agreement” herein). Individuals or organizations that access this site are “Users.”
5. By accessing this site you implicitly agree to release GICCA from any and all liability that may stem from the creation or use of the Site. This release is described in the “Terms” section below.

### **Terms:**

1. By accessing, browsing or using this Site you implicitly acknowledge that you have read the Agreement, understood it and agree to be bound by it. If you do not agree to be bound by the Terms of this Agreement your use of the site is not authorized.

2. GICCA reserves the right to post, at its sole discretion, only events, activities, articles or photos that adhere to the association's purpose and mission and which do not conflict (or potentially conflict) with any IRS policy governing 501(c)(3) organizations. Although GICCA acts in good faith to be inclusive of all Guemes Island organizations and individuals involved in events and activities consistent with GICCA's mission, users of this site agree that GICCA has an absolute right to refuse to post information about any event for any reason consistent with the laws of the United States and the State of Washington. Users release GICCA and its members from any liability that stems from or is in any way related to GICCA's lawful refusal or failure to post, calendar or otherwise advertise any event or activity.

3. GICCA is not responsible for any injury of any nature, including death, that may occur at an event listed on the Site. Certain activities listed on the Site may have inherent known dangers, other dangers may be hidden or unpredictable. Users of the Site agree to release GICCA and its members from liability for any injury that stems from or in any way relates to attending an event posted on the Site, including the tortious conduct of event coordinators or guests. For example, the Site may post about a kayaking tour around Guemes Island. An inherent danger is falling out of the kayak and drowning. A hidden danger is being attacked by the guide. Users of the site agree to release GICCA and its members from any and all liability for injury resulting from inherent and hidden dangers at these events.

4. GICCA does not endorse the services, products or political views that may be touted at events or activities posted on the Site. GICCA may post events that are commercial or political in nature. Posting events on the Site in no way is an endorsement of the product or service being promoted or of the points of view being expressed. Users of the Site agree to release GICCA and its members from any and all liability that may stem from or in any way relate to attendance of a political event or the use of a product or service sold or provided at events listed on the Site.

5. GICCA attempts to post accurate information on the Site. However, information may be communicated to GICCA incorrectly, may be input to the site incorrectly or may change without GICCA's knowledge or without time for GICCA to make corrections. Users of the Site agree to release GICCA and its members from any and all liability that may stem from or in any way relate to inaccurate information on the Site. This release includes but is not limited to the loss of income or profit of any nature that could arise from omitting or incorrectly listing events or activities.

6. Site content belongs to GICCA or is used with the permission of the content owner. Users may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Site content.

7. GICCA reserves the right to amend this Agreement at any time by posting the amended terms on our site.