

Fifty+ Friends Terms of Service

Last Updated: June 12, 2025

By using our services, you agree to these terms. Please read them carefully. This section covers the club's guidelines and policies, as well as your responsibilities. We strive to establish clear expectations to prevent misunderstandings and maintain a pleasant environment.

PERSONAL INFORMATION

Fifty+ Friends does not ordinarily share your name, phone number, email address, or physical address with other clubs or organizations except when necessary for customer service to ensure quality care. However, Fifty+ Friends may disclose this information when it is essential to identify, contact, restrain, or take legal action against individuals causing harm to Fifty+ Friends, its property, users, or others. Disclosure may also be mandated by law. Fifty+ Friends will not disclose your personal information without your consent, except in specific circumstances such as cooperating with law enforcement, enforcing the Terms of Use, preventing unauthorized application use, responding to claims concerning content rights violations, or safeguarding the safety of Fifty+ Friends, its users, or the public.

Fifty+ Friends highly values user feedback regarding services provided. The organization reserves the right to utilize written comments submitted via the website or the Fifty+ Friends application in promotional and business materials, including the user's first name and institution. Email addresses and other personal details will not be used without the user's consent. Users have the option to anonymize their comments in communications.

Fifty+ Friends may share membership, event, or application information via email, text messages, phone calls, and Facebook groups. Instructions on how to stop communications are in each message. Message and data rates may apply.

To contact another participant, get their contact information at an event. Fifty+ Friends staff will not share a participant's contact details with others. Accurate contact details, including phone numbers and email addresses, are essential for sending e-newsletters and making event calls. Participants should update their records if they move.

Users of the Fifty+ Friends Facebook (Meta) page can share links to other websites or online materials. Fifty+ Friends is not liable for external websites' content or privacy practices. Users should review the policies of any site they visit. The Fifty+ Friends privacy statement applies only to information the Fifty+ Friends application collects.

TEXT MESSAGING

By providing a phone number and clicking 'I consent' during the sign-up process, you agree to receive text messages from Fifty+ Friends regarding reminders for events that you have registered for, information about your account, and other membership-wide communications disseminated to the club. Message and data rates may apply. You can reply STOP at any time

to opt out of receiving SMS messages from Fifty+ Friends.

EVENT SIGN-UPS

- The participant is responsible for maintaining a record of their event sign-ups.
- Events are filled on a "first paid, first reserved" basis.
- Early sign-up allows time to increase capacity if necessary.
- Cancellation policies are available on the website for Fifty+ Friends facilitated events and may vary by event for reservations made directly with outside vendors.

For application activities that require personal information, you agree to provide accurate and up-to-date details about yourself. Suppose it is discovered at any time that you have provided false information or violated any term of this Privacy Policy or our Terms of Use. Your registration and/or participation in our application services may be terminated without notice.

SECURITY

We safeguard your online information through encryption and advanced server architecture, as well as by restricting access to essential employees with secure administrative rights. While we strive to ensure privacy and security, we cannot guarantee the security of information transmitted over your Internet connection. Our servers that store personally identifiable information are maintained in a secure and restricted environment.

AGREEMENT

By using Fifty+ Friends, you agree to our Terms of Use, which may change without notice. Updates will appear here with an effective date. Continued use means acceptance of new terms. If you disagree, stop using the site. Regularly review these Terms of Use.

You must not use the Fifty+ Friends Membership or Facebook (Meta) page to:

- Market any product or service without approval.
- Share harmful, abusive, harassing, or defamatory content.
- Impersonate others or misrepresent yourself.
- Share unauthorized advertising or spam.
- Upload viruses or harmful code.
- Intimidate, stalk, or harass others.
- Harm minors.
- Use another's account without authorization.
- Disguise the origin of information.
- Share confidential or proprietary content without rights.
- Violate the honor code or code of conduct.

Using the Fifty+ Friends website, Wild Apricot Membership software, and Facebook (Meta) is at your own risk. The applications and websites are provided "as is" and "as available," with all faults and defects. Fifty+ Friends disclaims all express or implied warranties, including merchantability, quality, or fitness for a specific purpose. They make no guarantees about the usefulness, accuracy, or completeness of the application or services.

Fifty+ Friends does not ensure that the applications utilized for service functionality will be

uninterrupted, timely, secure, or error-free, that results from using it will be reliable, that the quality of services and information will meet your expectations, or that errors will be corrected. You assume all risk for any damage to your computer or loss of data from obtaining content, including damages from viruses.

INDEMNITY

You agree to indemnify Fifty+ Friends and its affiliates, shareholders, officers, directors, agents, licensors, suppliers, alliance participants, partners, employees, and representatives from any claims or demands, including reasonable attorneys' fees, resulting from your use of the Fifty+ Friends or Wild Apricot application or website, your breach of the Terms, or your infringement on another's rights.

DISCLAIMER

Fifty+ Friends does not participate in interactions between Personal Assistants and the participants they assist during events. We do not assume liability for any disputes, claims, losses, injuries, or damages arising from these interactions. While we may observe these interactions, we are not required to do so.

The Fifty+ Friends and Wild Apricot websites and Facebook (Meta) pages are provided "AS IS." We are not responsible for any loss, liability, injury, claim, or damage resulting from errors in the application or its content, including typographical and technical inaccuracies.

LIMITATION OF LIABILITY

Fifty+ Friends is not liable for any damages from using its or Wild Apricot's website or apps or Facebook pages, including lost business, revenue, profits, goodwill, data, or other benefits. This includes site inaccessibility, unauthorized access, malicious behavior, false transactions, or problems with downloaded content.

Fifty+ Friends LLC owns this website. Copyright laws protect the content. No material may be copied or distributed without permission.

GUESTS

To make it easier for our valued participants, we have implemented guidelines for guests accompanying a Fifty+ Friends participant to a scheduled event or activity.

1. The primary event must take place OUTDOORS in a location without limited seating. For example, guests would be welcome at a picnic in a park or a nature walk.
2. The event must not require reservations of any kind.
3. If an exception to either rule one or rule two is made for a specific event, the event description will indicate so.
4. Guests ARE welcome to join us on any of our **Fifty+ Friends Travelers** national or international trips and **most events that fall on major holidays**.
5. All guests must have an agree-to Fifty+ Friends Terms of Service document on file before participating in any event or activity with the Fifty+ Friends Membership.
5. There are no additional registration fees for eligible events for guests of participants with All Access Monthly or Quarterly Memberships.

7. A \$3.00 per guest registration fee applies to guests of À La Carte participants for eligible events.
8. Guests are not allowed for participants utilizing Complimentary 2-Event Access Passes.
9. Non-members may participate as guests at a maximum of three events per year.

We appreciate everyone's assistance in making our club's activities as accessible as possible for our participants by adhering to these criteria.

PETS

Pets are usually not allowed at events due to allergies, health laws, facility rules, differing feelings toward animals, and liabilities. Event descriptions will specify if pets are welcome. If allowed, pets must be controlled and respectful of others.

Service animals, trained to perform tasks for a person's disability, are always permitted. Staff may ask: "Is the dog a service animal required because of a disability?" and "What work or task has the dog been trained to perform?"

Emotional support animals are not considered service animals under the ADA and do not have the same rights.

CHILDREN

Many Fifty+ Friends participants have children. However, since the club is designed for a specific age group, children are not permitted to participate in Fifty+ Friends events or activities unless an event explicitly states otherwise.

ALCOHOL

Fifty+ Friends does not serve alcohol at events unless a licensed bartender serves it. However, Participants have the right to bring or partake in alcohol, subject to the event venue's policies regarding its use. Participants should act responsibly and be mindful of others. It is essential to know your limits and arrange transportation if necessary. Disruptive behavior due to alcohol may result in suspension or revocation of Membership.

TOBACCO

Participants are expected to adhere to the smoking rules of each venue.

REFUSAL OF SERVICE

We reserve the right to refuse service to any customer whose behavior or actions:

1. Disrupt the safety, comfort, or well-being of other participants or staff who violate our established Rules of Conduct.
2. Pose a health or safety risk, are intoxicated, or fail to comply with reasonable requests.
3. If we refuse service, we will strive to explain the reason clearly and attempt to de-escalate the situation.
4. If a participant's actions are not illegal, and no one is threatened or physically harmed, the participant will receive a letter of warning regarding the violation of the Rules of Conduct.

5. A second violation of any of the Rules of Conduct will result in a 3-month suspension of Membership access, with Membership dues frozen until the participant is reinstated.
6. A third violation, especially if the participant's actions are illegal or if someone is threatened or physically harmed, will result in immediate termination of Membership without a refund.
7. We do not discriminate based on race, religion, sex, national origin, disability, or other protected characteristics.

RULES OF CONDUCT

- Treat all participants, guests, outside the venue and activity providers, and Fifty+ Friends staff fairly, respectfully, and courteously.
- Avoid emotional, verbal, physical, or digital abuse, harassment, or bullying.
- Respect privacy and confidentiality, especially regarding personal information.
- Refrain from discriminatory or derogatory remarks or actions.

Safety and Well-being:

- Prioritize the safety and well-being of all participants, guests, and staff.
- Follow safety guidelines and protocols during club activities.
- Be mindful of the emotional impact of words and actions on others.
- Avoid any form of harassment, bullying, or intimidation.

Property and Resources:

- Respect the property of all event providers.
- Avoid vandalism or damage to the property of all event providers.

Guests:

- Participants are responsible for the conduct of their guests.
- Guests must also adhere to the club's rules and code of conduct.

Prohibited Activities:

- **FIREARMS** - Firearms are only permitted at shooting sports events, with no exceptions.
- **ILLEGAL DRUGS** - Illegal drugs are strictly prohibited at events. Any participant found with illegal drugs will be expelled immediately without a refund, with no exceptions.

PHOTO RELEASE WAIVER

Unless the participant opts out by sending an email to and receiving notification of receipt back from Fifty+ Friends, LLC at contact@fiftyplusfriends.com, subscribed participants grant Fifty+ Friends permission to use the participant's likeness in a photograph, video, or other digital

media ("photo") in any of its publications, including web-based publications, without payment or other consideration.

By subscribing, participants stipulate that they understand and agree that all photos will become the property of Fifty+ Friends, LLC, and will not be returned. In addition, by subscribing, the participant also irrevocably authorizes fifty+ Friends, LLC to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, subscribed participants waive any right to inspect or approve the finished product wherein the subscribed participant's likeness appears. Additionally, subscribed participants waive any right to royalties or other compensation arising or related to the use of the photo.

The subscribed participant hereby holds harmless, releases, and forever discharges the Fifty+ Friends from all claims, demands, and causes of action which the subscribed participant, their heirs, representatives, executors, administrators, or any other persons acting on behalf of the subscribed participant or behalf of the subscribed participant's estate have or may have because of this authorization.

WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

By purchasing a subscription for a Fifty+ Friends LLC dba Fifty+ Friends Membership, you agree that if you participate in any capacity (including but not limited to as a participant, driver, host, or volunteer) in a Fifty+ Friends event or activity, including but not limited to events at Fifty+ Friend Home Base, at, or transversing to or from other venues, nature walks, hikes, fitness classes, and related or incidental activities and that you, for yourself, and on behalf of your spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant under this Agreement (the **"Agreement"**):

1 RULES AND REGULATIONS: hereby agree that You have read, understand, and agree to be bound by all Fifty+ Friends Terms of Service at <https://www.fiftyplusfriends.com> and <https://fiftyfriends.wildapricot.org/>, as amended from time to time.

2 ACKNOWLEDGMENT OF RISK: You knowingly, willingly, and voluntarily acknowledge the inherent risks associated with participation in the events and activities promoted and facilitated by Fifty+ Friends, and that participation in a Fifty+ Friends event might involve risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property, exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Fifty+ Friends Event organizers and other undefined, not readily foreseeable and presently unknown risks and dangers (**"Risks"**).

ASSUMPTION OF RISK:

You understand that the aforementioned Risks may be caused whole or in part result directly or

indirectly from the negligence of your own actions or actions, the actions or inactions of others participating in the Fifty+ Friends Events, or the negligent acts or omissions of the Released Parties defined below, and you hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that you incur as a result of your participation in any Fifty+ Friends Events. You also agree to be responsible for any injury or damage caused by you, your guests, your employees, or contractors under your direction and control at any Fifty+ Friends Event.

WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:

In conjunction with your participation in any Fifty+ Friends Event, you hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Fifty+ Friends LLC, Fifty+ Friends other Event participants (including participants, Hosts, and other personnel), the promoters, sponsors, or advertisers of any Fifty+ Friends Event; any charity or other beneficiary which may benefit from the Fifty+ Friends Event; the owners, managers, or lessors of any facilities or premises where a Fifty+ Friends Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (**Individually and Collectively, the "Released Parties" or "Event Organizers"**), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (**"Liability"**) which may arise out of, result from, or relate in any way to your participation in Fifty+ Friends Events, including claims for liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:

This Agreement represents the complete understanding between the parties regarding these issues, and no oral representations, statements, or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. BY SIGNING UP FOR A MEMBERSHIP WITH FIFTY+ FRIENDS, YOU ATTEST THAT YOU HAVE CAREFULLY DOCUMENTED IN ITS ENTIRETY, UNDERSTAND ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.

If, despite this Agreement, you, or anyone on your behalf, makes a claim for liability against any of the Released Parties, you will indemnify, defend, and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

Please contact us at contact@fiftyplusfriends.com if you have any questions regarding our Terms of Service.