

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA. THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PHOTO RELEASE: I grant to the YMCA the right to take photographs of me and my family, its assigns and transferees to use and publish the same in print and/or electronically. I agree that the YMCA may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, AS WELL AS PHOTO RELEASE AGREEMENT and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

## **YMCA'S CODE OF CONDUCT**

The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all individuals are asked to act appropriately at all times when in our facility or participating in our programs.

NON-DISCRIMINATION POLICY: The YMCA, in keeping with its mission to help all people realize their fullest potential, encourages and supports the participation of all in YMCA programs regardless of gender, race, color, nationality,

religion, ethnicity, disability or language. Whether an individual is non-disabled or has special needs, consideration is given to the individual needs of everyone and the ability of the program to meet those needs.

We expect persons using the YMCA to act maturely, to behave responsibly, and to respect the rights and dignity of others. Our YMCA's Code of Conduct outlines prohibited actions. The actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities or programs:

- Using or possessing alcohol or illegal chemicals on YMCA property, in YMCA vehicles, or at YMCA-sponsored programs
- Smoking on YMCA property - the YMCA and its property is a smoke-free environment
- Carrying or concealing a weapon or any device or object that may be used as a weapon
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior
- Physical contact with another person in an angry, aggressive, or threatening way
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting
- Sexually explicit conversation or behavior; any sexual contact with another person
- Inappropriate, immodest, or sexually revealing attire
- Theft or behavior that results in the destruction or loss of property
- Loitering within or on the grounds of the YMCA
- Use of social networking web sites in a manner that is contrary to the YMCA's mission, is detrimental to the community or is in violation of the law
- In addition, the YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics, or intoxicating beverages.

Members and guests are encouraged to take responsibility for their personal comfort and safety by asking any person whose behavior threatens their comfort to refrain from such behavior. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a staff member.

YMCA staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if assistance is needed.

In order to be able to carry out these policies, we ask that members and guests identify themselves to staff when asked.

The Chief Executive Officer (CEO) of the YMCA will investigate all reported incidents. Suspension or termination of YMCA membership privileges may result from a determination by the CEO if in his/her discretion a violation of the YMCA's Code of Conduct has occurred. Suspension or termination of YMCA membership may result from a violation of this Code of Conduct. While an incident is being investigated, the membership of the person(s) accused of violating this Code of Conduct may be temporarily suspended pending a final decision.

#### **MEMBERSHIP DUES AGREEMENT**

I understand that all changes affecting my monthly draft, (i.e. billing information, holds, downgrades, termination) require a 15 day written notice before my next draft date. The YMCA draft is a continuous membership plan. I understand that this membership will remain in effect until properly terminated with the YMCA. The YMCA Board of Directors may, at their discretion, adjust the monthly membership rate applicable to my category of membership. I understand that I will receive at least a 30 day notice of the change before a debit occurs at the new rate.

#### **CHILD PROTECTION**

The YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

## **MEMBERSHIP CARDS**

Upon joining, members are required to have their photograph taken for identification purposes and will receive a membership scan card. You must present it each time you enter the building for access to the facility. Lost membership cards should be reported to the Welcome Center. Replacement cost for a lost membership card is \$5.00. Membership cards are to be used by the assigned member only; your membership privileges are at risk if you allow others to use your card. You may be asked to present photo identification at any time to verify your membership.

## **PAYMENT FOR CLASSES/PROGRAMS**

Most classes offered at the YMCA are included with your membership; however, some classes have additional fees that require payment at the time of registration. Cash, check, money order, Visa, MasterCard, Discover, or American Express are accepted at most locations.

## **RETURNED PAYMENTS**

A \$30 returned payment fee will be applied for any item returned by a financial institution.

## **MEMBERSHIP PAYMENT OPTIONS**

**BANK DRAFT** – Monthly dues are automatically withdrawn from your checking or savings account each month. Outstanding balances must be reconciled upon rejoining. Fifteen (15) days written notice, prior to your next membership draft, is required for bank draft changes.

**CREDIT CARD DRAFT** - Monthly dues are automatically withdrawn from your credit or debit card each month. Outstanding balances must be reconciled upon rejoining. Fifteen (15) days written notice, prior to your next membership draft, is required for credit card changes.

**ANNUAL PAYMENTS** – Payments are equal to the total of twelve monthly payments.

## **REFUND ON FEE-BASED CLASSES**

If a class is cancelled by the YMCA, then a full refund will be given.

If the participant has to withdraw due to sickness/injury and has a medical excuse, then a full refund will be given.

If the participant withdraws from the class for other reasons, the following policy is in place:

- 14 days or longer before the start of the class 100% refund
- 7-13 days before the start of class 75% YMCA Credit
- 1-6 days before the start of class 50% YMCA Credit
- Start of class or later No refund

## **CANCELLATION OF MEMBERSHIP**

As a member of the Y, you do not have to sign a membership contract and you may end your membership at any time with 15 days written notice, prior to your next scheduled membership draft. All members wishing to terminate need to do so in person by completing the termination form and surrendering membership cards. Terminations will not be accepted by the phone. If you are terminating due to financial reasons, please ask to speak with our one of member services team members about financial assistance through the scholarship program. The YMCA is unable to issue refunds or credits for non-usage of the facility or for cancellations that after the 15 days' notice requirement for cancellation. For annual memberships refunds will occur if: 1) A note from the doctor explaining why you cannot use your membership; or 2) Verification of residency 50+ miles outside of Dunmore. Memberships are non-transferrable.

## **REQUEST FOR MEMBERSHIP HOLD**

We offer Membership Holds to our members who, due to medical need, financial reasons, or other unforeseen circumstances, are not able to use their membership. There is a 15-day notice needed to stop the bank draft. Membership will automatically resume after the hold ends.

## **GUEST POLICY**

Members are encouraged to bring guests. All guests must present valid ID upon entering the YMCA. Current guest pass rates are available at the Welcome Center. A guest waiver must be signed before using any facility or program of the YMCA. Guests must follow all policies of the Y. If any guest is found in violation of the YMCA's policies they will be asked to leave the premises without a refund.

**ACCIDENT, INJURY OR INCIDENT**

We do our best to keep you safe, but if an accident, injury or unusual incident does occur, please report it to the Director or Supervisor on duty or the Member Services staff immediately. The Y recommends all members and participants consult a physician prior to starting an exercise program. The Y assumes no responsibility for injuries incurred while participating in YMCA activities; it is expected that all members who use YMCA facilities carry their own medical insurance.

**CHILD SAFETY**

Children age 13 and above may be in YMCA facilities without a parent. Please see the Welcome Center at your Y for specific rules and regulations for children in your local facility.

**CAMERA USE**

Use of cameras and cell phones are not allowed in the locker room or bathroom areas.

**VIDEO SURVEILLANCE**

The YMCA utilizes video technology to protect all persons. Cameras are installed in open/public areas only and not in private areas such as locker rooms, rest rooms, etc.

**LOST/STOLEN ITEMS**

Please safeguard your belongings while on YMCA premises. The Y is not responsible for lost or stolen items.

**INCLEMENT WEATHER**

In the event of inclement weather, the YMCA will make every effort to continue services at our branches and throughout our programs. However, in certain conditions when safety becomes a concern, branch closures and program cancellations may be necessitated. Information regarding cancellations will be publicized through YMCA website, social media sites and our text alert system.