



**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

Piedmont Family YMCA  
Brooks  
Membership Agreement  
Latest Edit: 2/24/2026

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

I, or those on my membership, in consideration for being permitted to utilize the facilities, services, and programs of the Brooks Family ("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 had, or immediately upon entering or participating will have, the opportunity to 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 acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs have been accepted by the undersigned 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 collectively referred to as "YMCA Releasees") from any and all liability to the undersigned, his personal representatives, heirs, and next of kin for any loss or damage, and any claim or demands therefor, on account of injury to the undersigned (including any such injury resulting in the death of the undersigned) or the property of the undersigned, whether caused by the negligence of the YMCA 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 YMCA Releasees and each of them from any liability and/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.
3. THE UNDERSIGNED EXPRESSLY RELEASES THE YMCA FOR ANY RESPONSIBILITY WHATSOEVER for the loss, damage, theft or misplacement of any personal property, including but not limited to jewelry, clothing, electronics, papers and vehicles. All personal property brought into any YMCA facility or onto any YMCA premises shall be so brought and stored at the sole risk of the undersigned. In the event the undersigned should fail to remove any personal property from the any YMCA facility upon the undersigned's departure from such facility, YMCA shall have the right, in its sole and absolute discretion, to remove such personal property and to dispose of such personal property in any manner YMCA deems appropriate.
4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE 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.
5. THE UNDERSIGNED ACKNOWLEDGES THAT PHOTOGRAPHS AND/OR VIDEO OR AUDIO RECORDINGS MAY BE TAKEN OF THE UNDERSIGNED WHILE IN, ABOUT, OR UPON THE PREMISES OF THE YMCA and that such photographs and/or video or audio recordings may be used to promote YMCA programs and services and/or recognition of participants, which use may include printing and publishing of such photographs and/or video or audio recordings in any medium or form, whether now known or hereafter existing. The undersigned acknowledges that, as part of such photographs and video or audio recordings, the undersigned has provided, and will provide, his or her image and likeness (the "Characteristics") for use by YMCA to promote YMCA programs and services, and/or recognition of participants. All photographs and/or video or audio recordings conducted by the YMCA, will

belong to the YMCA and YMCA will not provide payment or any other compensation in connection with photographs and/or video or audio recordings of undersigned or use of the Characteristics. The undersigned hereby releases and discharges the YMCA Releasees from any and all claims, demands or causes of action that may arise for libel, defamation, invasion of privacy or right of publicity, copyright infringement or violation of any other rights arising out of or related to any utilization, or failure to make use, of the Characteristics for any purpose by YMCA in connection with the promotion of YMCA programs and services and/or recognition of participants. The UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the YMCA Releasees from any and all liability that may or could arise from the taking or use of said photographs and/or video or audio recordings.

6. THE UNDERSIGNED expressly agrees that the forgoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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

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Authority to Draw Credit Card, ACH Debits or Drafts for Membership Payments: To the YMCA: The undersigned has given authority to the bank or credit card issuer named on the membership application to honor preauthorized debits drawn by YMCA on the undersigned's account for membership payments. It is understood that the draft on the undersigned's account shall constitute valid notice of such payment due on the undersigned's membership. When the bank or credit card issuer honors the payment, the undersigned's account statement shall constitute receipt for the payment. Should any preauthorized credit or bank draft not be honored by the issuer when received by them, then it is understood that the payment has not been made, and the undersigned is responsible for making the payment directly to the YMCA.

Credit Card/Bank Draft Agreement: The undersigned hereby gives the YMCA authorization to withdraw monthly dues on the undersigned's account on the 1st of each month for the undersigned's membership dues. Should a draft not be honored by the undersigned's bank for any reason, the undersigned understands that the YMCA will automatically resubmit that draft for payment within 90 days and that the undersigned will incur a \$25 service charge for each occurrence. The YMCA service charge is in addition to any service fee the undersigned's bank may make. The undersigned understands that after one unpaid draft, the YMCA will immediately terminate the undersigned's membership until the undersigned has brought all payments up to date. The YMCA may, at its discretion, adjust the monthly rate it charges for the undersigned's membership. The undersigned understands that he or she will receive at least 30 days' notice prior to any change.

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**Account Management:**

Membership Cancellation Policy: The undersigned may cancel their membership without penalty or further obligation by submitting at least 30 days' notice, in person, by email, or internet via account portal. If undersigned cancels prior to the 30-day window, they are subject to the subsequent month of membership dues.

Membership Holds Policy: Memberships may be placed on hold for up to three months in a calendar year with 15 days' notice in writing prior to the membership draft date. The membership has the capability of a minimum of one calendar month hold and membership will automatically resume after the hold ends.

Membership Upgrade and Downgrade Policy: Memberships that are being adjusted whether it is upgraded or downgrade must provide 15 days' notice in writing prior to the membership draft date.

Updating Payment Method: Memberships that need to update their payment method on file can do so online, the YMCA app, their membership portal, over the phone, or in person with a membership representative.

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Other Membership Policies: Membership cards remain the property of the YMCA and must be surrendered upon termination of membership. Replacement card cost is \$5. YMCA members (including Nationwide Membership participants) are required to use their home branch at least 50% of the time. Members who use another Y more than their home Y will be required to join the Y they use most often. Violation of YMCA rules or inappropriate

behavior toward any member, user or staff is cause for termination at the discretion of the YMCA. Members must have a photo on file. The undersigned understands that a membership and or program/class credit not claimed within one year will be voided and no longer available for use.

Refund Policy: The undersigned agrees that the YMCA does not provide refunds on Membership Dues under any circumstance. If the YMCA charged the undersigned incorrectly due to the YMCA's failure to cancel or put the membership on hold, a full refund/credit will be given as long as the refund/credit is accompanied by proper documentation (i.e. member modification form, email, etc.) The YMCA holds the right to not refund/credit more than six months of membership at any time.

Billing Discrepancies: The Undersigned agrees that all billing discrepancies must be reported within 90 DAYS of the original transaction date. The undersigned understands that the YMCA is not obligated to refund billing discrepancies past this 90-day mark. The YMCA is unable to issue refunds or credits for non-usage of the facility.

#### MEMBERSHIPS ARE NON-TRANSFERRABLE

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#### YMCA Code of Conduct:

YMCA is committed to providing a safe and welcoming environment for all members, participants and guests participating in our programs and/or using our facilities. To promote safety and comfort for all, individuals are expected to act appropriately at all times when they are in our facility, on our property or participating in our programs and to adhere to the values of the YMCA which are caring, honesty, respect and responsibility. Members and participants shall pay all amounts due to the YMCA in full and on time. We expect persons using the YMCA to behave in a mature and responsible way, and to respect the rights and dignity of others, including YMCA staff. Our Code of Conduct does not permit language or any action that can hurt or frighten another person, or that does not adhere to a generally accepted standard of conduct. YMCA reserves the right to deny access or membership to any person whose behavior does not conform to our Member Code of Conduct.

Prohibited actions include, but are not necessarily limited to:

1. Inappropriate attire / Appropriate attire must be worn at all times
2. Angry or vulgar language, including swearing, name-calling or shouting
3. Physical contact with another person in any angry or threatening way
4. Any demonstration of sexual activity or sexual contact with another person
5. Harassment or intimidation by words, gestures, body language or any menacing behavior
6. Theft or behavior that results in the destruction of property
7. Carrying or concealing any weapons or devices or objects that may be used as weapons
8. Using or possessing illegal narcotics or alcohol on YMCA property, in YMCA vehicles, or at YMCA sponsored programs
9. Refusal to verify identity when asked by YMCA staff
10. Failure to follow verbal or written directions of YMCA staff
11. Abusive or disrespectful conduct toward YMCA staff / Conduct inconsistent with the YMCA core values of caring, honesty, respect and responsibility
12. Interference with respect to the management or operations of the YMCA
13. Unsafe practices or behavior on YMCA property or when utilizing YMCA facilities or equipment
14. Any other conduct of an inappropriate, threatening or offensive nature
15. Loitering is not permitted in or outside the YMCA
16. The YMCA is a smoke-free environment. Smoking is not permitted in YMCA facilities and/ or on YMCA property.
17. Card Sharing, presenting false identification, or intentional abuse or non-compliance of YMCA policies
18. Use of Cell Phones in locker rooms or bathrooms
19. Any behavior or activity that is against the law
20. Conducting or participating in paid personal training or other instructional sessions with an instructor not employed by the YMCA is strictly prohibited.

Members, participants and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain from engaging in such conduct. If a member, a participant or guest feels uncomfortable in confronting the person directly, the matter should be reported to YMCA staff members, who are eager to be of assistance. Members, participants and guests should not hesitate to notify a staff member if assistance is needed.

The YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving violence, sexual abuse or behavior, is 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, is under the influence (whether currently or habitually) of narcotics, chemicals, intoxicating beverages and/or habit forming or dangerous drugs, or whose behavior does not conform to this Member Code of Conduct. YMCA will investigate all reported incidents. Suspension or termination of YMCA membership, participation or guest privileges may result from a determination by YMCA, in its discretion, that a violation of the YMCA Member Code of Conduct has occurred. 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. This Member Code of Conduct is subject to modification at the discretion of the Brooks Family YMCA (Revised 5/2025).