



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

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, 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 acknowledgment 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 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 whether caused by the negligence of the releasees or otherwise. **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.
- 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.
- 4. THE UNDERSIGNED grants consent and authorizes the use of photographs and/or video recordings** while in, about, or upon the premises of the YMCA for commercial and art purposes in any medium of advertising, communication, publication or publicity that will promote YMCA programs and services, and/or recognition of participants. All photographs and/or video recordings conducted by the YMCA, will belong to the YMCA and will not provide payment or any other compensation in connection with photographs and/or video recordings of undersigned visitor and/or member participating in YMCA activities. **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees from any and all liability that may or could arise from the taking or use of said photographs and/or video recordings.



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

THE UNDERSIGNED 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 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.

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.

THE UNDERSIGNED hereby acknowledges the health risks and dangers associated with the transmission of the COVID-19 virus, and other communicable diseases, and recognizes that exposure to the COVID-19 virus, or other communicable diseases, could occur while utilizing my membership or participating in programs offered at the YMCA. As such, and in consideration for health and wellness services provided by the Brooks Family YMCA, the undersigned waives, discharges and covenants not to sue the YMCA, it's directors, officers, employees (hereinafter referred to as "YMCA Releasees") from and against any claim, loss, damage, expense, liability, obligation, action or cause of action arising out of or related in any way to exposure or transmission of the COVID-19 virus, or any other communicable disease.

I further agree to participate in the COVID-19 Personal Safety Protocols and acknowledge the risks associated with the provision of these services during this public health situation.

Authority to Draw Credit Card, ACH Debits or Drafts for Membership Payments: To the YMCA: I have given authority to bank or credit card issuer named on the membership application to honor preauthorized debits drawn by you on my account for membership payments. It is understood that the draft on my account shall constitute valid notice of such payment due on my membership. When the bank or credit card issuer honors the payment, my 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 I am responsible for making the payment directly to the YMCA.

Credit Card/Bank Draft Agreement: I hereby give the YMCA authorization to withdraw monthly dues on my account on the 1st or the 15th of each month for my membership dues. Should a draft not be honored by my bank for any reason, I understand that the YMCA will automatically resubmit that draft for payment within 90 days and that I will incur a \$25 service charge for each occurrence. The YMCA service charge is in addition to any service fee my bank may make. I understand that after three unpaid drafts, the YMCA will immediately terminate my membership until I have brought all payments up to date. The YMCA may, at its discretion, adjust the monthly rate it charges for my membership. I understand I will receive at least 30 days' notice prior to any change.

Membership Cancellation Policy: You may cancel your membership without penalty or further obligation within 30 days' notice by submitting, in writing, your notice of cancellation. Joining fees are not refundable after activation of membership.

Other Membership Policies: Membership cards remain the property of the YMCA and must be surrendered upon termination of membership. Replacement card cost is \$5. **MEMBERSHIP 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.** Minimum 30 days hold. YMCA members (including



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

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. I understand a membership and or program/class credit not claimed within one year will be voided and no longer available for use.

YMCA Code of Conduct

The Brooks Family 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. The Brooks Family 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:

Inappropriate attire

Appropriate attire must be worn at all times

Angry or vulgar language, including swearing, name-calling or shouting

Physical contact with another person in any angry or threatening way

Any demonstration of sexual activity or sexual contact with another person

Harassment or intimidation by words, gestures, body language or any menacing behavior

Theft or behavior that results in the destruction of property

Carrying or concealing any weapons or devices or objects that may be used as weapons

Using or possessing illegal narcotics or alcohol on YMCA property, in YMCA vehicles, or at YMCA sponsored programs

Refusal to verify identity when asked by YMCA staff

Failure to follow verbal or written directions of YMCA staff

Abusive or disrespectful conduct toward YMCA staff

Conduct inconsistent with the YMCA core values of caring, honesty, respect and responsibility

Interference with respect to the management or operations of the YMCA



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

Unsafe practices or behavior on YMCA property or when utilizing YMCA facilities or equipment

Any other conduct of an inappropriate, threatening or offensive nature

Loitering is not permitted in or outside the YMCA

The YMCA is a smoke-free environment. Smoking is not permitted in YMCA facilities and/ or on YMCA property. 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. If a member, a participant or guest feels uncomfortable in confronting the person directly, the matter should be reported to a staff person 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. The Branch Executive will investigate all reported incidents. Suspension or termination of YMCA membership, participation or guest privileges may result from a determination by the Branch Executive if in his/her discretion 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 11/2020).