



BROOKS FAMILY YMCA CODE OF CONDUCT/RELEASE AND WAIVER OF LIABILITY (Guests)

Brooks Family YMCA ("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 – 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. 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.
- 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 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 or the Building Supervisor on duty 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 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 Executive Director will investigate all reported incidents. Suspension or termination of YMCA membership, participation or guest privileges may result from a determination by the Executive Director if in his/her discretion a violation of the YMCA Member Code of Conduct has occurred. This Member Code of Conduct is subject to modification at the discretion of Brooks Family YMCA.

Release, 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, for himself or herself as well as on behalf of any individuals included on this program registration and any personal representatives, heirs, and next of kin (the "Undersigned"), the Undersigned hereby acknowledges, agrees and represents that the Undersigned has, or will immediately upon entering or participating, 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: 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 for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned, which is in any way associated with the Undersigned's presence in, upon, or about the premises or any facilities or equipment therein, or participation in any program affiliated with the YMCA, without respect to location. The Undersigned hereby agrees to indemnify, save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur which is in any way associated with the Undersigned's presence 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. The Undersigned hereby assumes full responsibility for and risk of bodily injury, death, or property damage which is in any way associated with the Undersigned's presence 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 foregoing RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and exclusive as permitted by law of the state 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, 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 acknowledges that Brooks Family YMCA is a charitable non-profit organization under the laws of the State of Virginia and nothing in this RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be construed as a waiver of charitable non-profit status and/or benefits under Virginia law. I have read and understood all of the above, and the information I have provided is correct to the best of my knowledge.

Adult Guest Name (Please Print) _____ **Date of Birth** _____

Minor Guest Name (Under 18 Please Print) _____ **Date of Birth** _____

Guest/Parent/Guardian Signature _____ **Date of Birth** _____ **Date** _____

Address: _____ **City** _____ **State** _____ **Zip** _____