

YMCA of Callaway County Membership Policy Agreement

Definitions:

"I", "me", "my", "mine" includes the person completing the Membership Application and signing this Membership Policy Agreement, and that person's family members and all people listed on that person's membership. These terms expressly include any guests that the member may host at the YMCA.

Unless otherwise specified, "Facility" or "Facilities" means the YMCA of Callaway County located at 1715 Wood Street, Fulton, MO.

"YMCA" means the YMCA of Callaway County.

Summary:

- I do hereby waive, release, and forever discharge the YMCA and its officers, agents, employees, representatives, executors, and all others acting on behalf of the YMCA from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities at said facility.
- ALL memberships are continuous until a **written cancellation form** is completed at the YMCA. I understand that if I wish to terminate or change my membership, I must give the YMCA written notice by the last day of the month in order for it to not charge for the next month.
- I understand that if my check, EFT, Debit Card or Credit Card is returned/declined and payment is not honored, it will be redrafted within 2-10 days and there will be a **\$25 collection fee**.
- I must present my membership card for admission and cards are non-transferable.
- **PHOTO RELEASE**- I hereby irrevocably release, consent and allow the YMCA of Callaway County and its agent to use my photograph/likeness/voice, including all persons as listed on my membership, as it pertains to my participation with the YMCA, in any manner for promotional efforts without exception for any reimbursement in connection with its use.

As a YMCA member, I (and my family) agree to abide by the YMCA Code of Conduct.

Section 1

Release, Waiver, and Indemnity Agreement

1.1. Release In consideration of gaining membership or being allowed to participate in the activities and programs of the YMCA and to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge the YMCA and its officers, agents, employees, representatives, executors, and all others from any and all responsibilities or liability for injuries or damages resulting from my participation in any activities at said facility. **I DO ALSO HEREBY RELEASE ALL OF THOSE MENTIONED AND ANY OTHERS ACTING UPON THEIR BEHALF FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY INJURY OR DAMAGE TO MYSELF, INCLUDING THOSE CAUSED BY THE NEGLIGENT ACT OR OMISSION OF ANY THOSE MENTIONED OR OTHERS, ACTING ON THEIR BEHALF OR IN ANY WAY ARISING OUT OF OR CONNECTED WITH MY PARTICIPATION**

IN ANY ACTIVITIES OF THE YCMA OR THE USE OF ANY EQUIPMENT AT THE YMCA. I agree to adhere to all policies set by the YMCA as written in the YMCA Membership Handbook.

1.2. Further Release, Waiver, and Indemnity Provisions 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:

I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENENT NOT TO SUE THE YMCA, it's directors, officers, employees, and agents (hereinafter referred to as "releases") 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 therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases 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.

THE UNDERSIGNED HEREBY AGREES TO INDEMINIFY AND SAVE AND HOLD HARMLESS the releases 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 YCMA whether caused by the negligence of the releases or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releases 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.

1.3. Scope of Release, Waiver, and Indemnity Provisions. 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 Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Section 2 Membership

2.1. Membership Cards. I understand that **I must present my membership card for admission** and cards are non-transferable. If I do not have my membership card, I must present a photo ID to be admitted. Abuse of any membership card may result in termination or suspension of the membership.

2.2 EASY MONTHLY PAYMENT SERVICE AGREEMENT

2.2.1. Continuous Membership. Easy Monthly Payment Service is a continuous membership. **I understand that if I wish to terminate or change my membership, I must give the YMCA written notice by the last day of the month in order for it to not charge for the next month.**

2.2.2 Monthly Rate. The YMCA Board of Directors may, at their discretion, adjust the monthly rate applicable to my category of membership. I will receive at least 30 days' notice as provided in paragraph 2.2(a); otherwise, I consent to such a change and agree to pay it.

2.2.3. Automatic Debit. I authorize and request the YMCA of Callaway County to charge my checking/savings/card account that I have presented and any billing method that I may present in the future for the monthly membership fees. I (we) further authorize the financial institution to debit these fees.

2.2.4. Cancellations. I understand that all cancellations and changes to back draft information is my responsibility and that all cancellations and changes must be submitted in writing by the last day of the month. This includes credit/debit card expiration dates. **ALL memberships are continuous until a cancellation form is completed at the YMCA.** I understand that if my check, EFT, Debit Card, or Credit Card is returned and payment is not honored, it will be redrafted and there will be a \$25 collection fee.

2.3. Photo Release. I hereby irrevocably release, consent and allow the YMCA of Callaway County and its agent to use my photograph/likeness/voice, including all persons as listed on my membership, as it pertains to my participation with the YMCA, in any manner for promotional efforts without exception for any reimbursement in connection with its use.

2.4. Sexual Harassment/Sexual Offender. To keep our members and guests safe, it is against YMCA policy to allow any sexual harassment behavior in the YMCA. If a member is accused of sexual harassment at the YMCA or a YMCA sponsored activity, their membership may be suspended pending review of the accusation. If a member is found guilty of sexual harassment or is found to be a sexual offender, their membership will be terminated immediately.

2.5. Eligibility. I understand that if anyone is found to not be eligible under my membership, they will be removed from my membership. I understand that if I purposely add people to my membership that are not eligible based on the membership definitions set forth by the YMCA of Callaway County Board of Directors, my membership may be suspended and/or terminated. The YMCA has the right to change any discounts or adjustments to my membership fees that no longer apply under the terms of the original discount or adjustment. **No refunds will be issued.**

2.6. Code of Conduct. As a YMCA member, I agree to abide by the YMCA Code of Conduct as referenced in Section 4.

Section 4 Code of Conduct

4.1. Equipment. It is my responsibility to wipe down the equipment rack and the weights that I use. I hereby acknowledge that I am required to use the safety features of the equipment. If I am unsure how to use a machine, I should obtain instructions from staff or personal trainers prior to using said machine or equipment. In particular I must observe all instructions regarding the safe and proper use of each item in the facility, recognizing that the ANNEX will be unsupervised and that I should not use any item of fitness equipment with which I am not familiar or in respect of which I have not previously received training from a qualified member or staff.

4.2. Behavior and language. Abusive language, threatening or violent behavior, abuse of equipment, use of alcohol or illegal substances, and smoking at either facility may result in suspension or termination of my membership.

4.3. Photography Not Allowed. No photography (including the taking of images through a mobile phone or camcorder) is allowed in any area of the facility.

4.4. Health and Safety Notices. I hereby acknowledge that members must read all Health and Safety notices displayed in the facility and I agree to comply with their recommendations at all times.

4.5. Adherence to Rules and Policies; Failure to Adhere to Rules and Policies. I agree to adhere to the rules of the YMCA of Callaway County. I also agree to inform all persons on my membership of the rules and policies. The YMCA reserves the right to take necessary disciplinary action, including suspension and total ban from the facility, if these rules are not followed.

4.6. Membership. I understand the YMCA reserves the right to terminate or suspend membership without refund of dues. All memberships are nonrefundable. It is my responsibility to notify the YMCA of any address and/or name changes and billing changes.