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FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## YMCA OF METRO NORTH MEMBERSHIP POLICIES

### General Membership Policies, Electronic Fund (EFT) or Credit Card Authorization Agreement (Please initial all items below)

\_\_\_\_ I understand that the YMCA of Metro North can change these policies at their discretion. Current membership policies can be found online at [www.ymcametronorth.org](http://www.ymcametronorth.org)

\_\_\_\_ I have received a Membership Overview which includes the YMCA of Metro North Code of Conduct and will review all information with other household individuals on this membership.

\_\_\_\_ I give the YMCA of Metro North permission to take photos of all members on this membership for YMCA promotional purposes.

\_\_\_\_ Memberships are non-refundable and non-transferable. The member and his/her dependents assume all risks, injuries and property damage incidental to the use of the YMCA facility, including but not limited to physical activities in which they are engaged.

\_\_\_\_ I understand that I may place my membership on hold for a maximum of four (4) months each calendar year.

\_\_\_\_ I understand that if I wish to terminate, hold or change my membership in any way, I must inform the YMCA in writing by the 1st of the month for drafts that occur on the 15th of each month, and by the 15th of the month for drafts that occur on the 1st of each month.

\_\_\_\_ I understand that if I fail to pay my monthly membership fee, the YMCA of Metro North holds the right to terminate my membership after 30 days of non-payment and send any unpaid balance to collections, and that my membership will remain inactive until I am able to bring it current. Future registration will depend upon proper settlement of all old accounts.

\_\_\_\_ The Bank/Credit Card Draft is a continuous membership plan. I understand that my (our) membership will remain in effect permanently or until I (we) initiate its termination.

\_\_\_\_ By providing my bank/credit card information, I authorize the YMCA of Metro North to debit my bank/card account for the amount owed by me by initializing debit entries to the accounts provided and authorize my bank/credit card company to accept and debit entries initiated by the YMCA of Metro North without the responsibility for correctness. It is understood that the sending of preauthorized withdrawals to my bank/credit card company as a payment becomes dues shall constitute valid notice of such payment due.

\_\_\_\_ Should a draft not be honored by my financial institution for any reason I understand that I will be responsible for payment for that month plus a \$10 administrative fee for credit card drafts or a \$15 fee for bank account drafts.

\_\_\_\_ I authorize the YMCA of Metro North to extend my credit card expiration date on file by two years upon completion of its current expiration date.

\_\_\_\_ The YMCA may, at its discretion, adjust the monthly rate it charges for my (our) membership. I understand that I will receive at least 30 days' notice prior to such a change.

### YMCA 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, we ask individuals to act appropriately at all times when they are in our facility.
- We expect persons using the YMCA to behave in a mature and responsible way and to respect the rights and dignity of others. Our Code of Conduct does not permit language or any action that can hurt or frighten another person, or that falls below a generally accepted standard of conduct.
- Cell phone use and picture taking are not permitted in locker rooms or program areas of the YMCA.
- Loitering is not permitted in or outside the YMCA.
- Smoking is not permitted in or outside the YMCA. The YMCA and its property is a smoke-free environment.



## YMCA Code of Conduct Cont.

- Members and guests are encouraged to be responsible for their personal comfort and safety. If a member or guest feels uncomfortable in confronting a person directly, they should report the behavior to a staff person or the Building Supervisor on duty.
- YMCA staff members are here to assist you. 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 require that members and guests identify themselves to staff when asked. Members must scan into YMCA facility with YMCA-issued key tag.

### **Prohibited actions specifically include but are not limited to:**

- Letting non-members into the building in order to avoid membership or guest fees. This will result in termination of membership or use of the building.
- Inappropriate attire. Appropriate attire must be worn at all times.
- Angry or vulgar language includes 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, devices or objects that may be used as weapons.
- Using, possessing or being under the influence of illegal drugs or alcohol on YMCA property, in YMCA vehicles, or at YMCA sponsored programs.
- Any other conduct of an inappropriate, threatening or offensive nature.

*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 Branch Executive Director will investigate all reported incidents. Suspension or termination of YMCA membership may result if there is a violation of the YMCA Code of Conduct.*

## **Release and Waiver of Liability and Indemnity Agreement, Understandings and Permissions**

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 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 them 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:



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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 therefore 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.

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.

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 Commonwealth of Massachusetts 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.

I have received the YMCA Code of Conduct and confirm the information I have provided on this application is accurate. The YMCA of Metro North and all of its branches have my permission to share the disclosed information with organizations that donate to the YMCA of Metro North's Annual Fund Campaign.

***I understand that memberships are non-transferable and that I must pay every month, even if I do not visit the YMCA during the month. The member and his/her dependents assume all risks, injuries and property damage incidental to the use of the YMCA facility, including but not limited to physical activities in which they are engaged.***

**NATIONWIDE MEMBERSHIP:** By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date Signed*