



WARREN COUNTY YMCA

POLICIES & AGREEMENTS

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Liability & Waiver Consent

I/We, the undersigned, realize that there may be medical risks associated with physical exercise, the use of this facility, or use of equipment within the facility. I/We also recognize that the YMCA cannot evaluate my/our physical abilities and medical limitations as they pertain to participation in programs, to use the facilities, or use of equipment within the facility. I/WE THEREFORE ASSUME ALL RESPONSIBILITY FOR HAVING A THOROUGH MEDICAL EXAMINATION PERFORMED, BY A MEDICAL PRACTITIONER OF MY/OUR CHOICE, BEFORE PARTICIPATING IN ANY PROGRAMS AND PRIOR TO USING THE FACILITIES OR EQUIPMENT WITHIN YMCA FACILITIES.

Furthermore, in consideration of my/our participation in the activities of the YMCA and its respective officers, employees and members, including but not limited to its or their own negligence, and do hereby for myself/ourselves, heirs, executors and administrators, waive, release and forever discharge any and all rights and claims for damages which I/We may have or which may hereafter accrue to me arising out of or connected with my participation in any of the activities of the YMCA, use of its facilities, or use of equipment within its facilities; provided, however, that the hold harmless agreement, and waiver, release and discharge contained in this paragraph shall not apply to my/our participation in any of YMCA's childcare services.

By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of YMCAs 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.

Conditions & Terms

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.

I agree to abide by the rules and regulations of the YMCA, which are designed for the enjoyment of all its members. The protection of members and guests who are utilizing the YMCA is of paramount concern to the YMCA. We reserve the right to deny access of membership to any person whose behavior is determined to be in conflict with the welfare and safety of other members and/or staff. This includes a person who is a registered sexual offender; has plead guilty to or been convicted of any crime involving sexual abuse; or a crime against persons such as a child, spousal or parental abuse. It will also include any offense related to the sale or transportation of illegal, habit forming or dangerous drugs; is presently clearly under the influence of intoxicating beverages or behavior modifying drugs. This 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. This includes inappropriate attire, angry or vulgar language, physical contact with another person in an angry or threatening way, any demonstration of sexual contact or activity, harassment or intimidation by words, gestures, body language or any other menacing behavior, theft or behavior resulting in destruction of property. Parents are held responsible for the behavior of their children.

Bank/Credit Card Drafting Policy

By signing this waiver, you understand that membership through bank drafting is continuous and ongoing. You **MUST** have a debit/credit card or bank account on your membership account for automatic deductions of your dues each month. If you wish to not pay with a debit/credit card or bank account, then you have the option to pay 3 months, 6 months, or 1 year. Renewal is not necessary from year to year. **Drafts from your account are on the 15th of every month. If you fail to make a payment on your membership, your 24/7 access will be taken away. After 60 days of no payment your membership will be terminated. Invoice letters are sent out at the beginning of every month to those who owe money to the Warren County YMCA.**

OUR CHECK / DEBIT CARD POLICY:

Your personal checks and debit cards are welcome here with valid identification. You agree that using a check/debit card as payment constitutes a contractual agreement. If your payment is returned, it may be re-presented electronically or by paper draft and you will be responsible for all penalties, costs, and incidental damages, collection costs allowed under law, including attorney's fees, court costs, and taxes on any check that is returned. A return fee will be charged on any item that is returned by your bank and these fees may be collected electronically or by paper draft.

RETURNED CHECKS:

If your account comes back as non-sufficient funds (NSF), you will have the option to **pay in cash within one week. A \$25 charge will be applied for all returned checks (NSF, closed accounts, declined debit cards, etc.). This is non-refundable.** A list of state allowed return check fees is available at: www.returnedcheckfees.com.

MEMBERSHIP CANCELLATION POLICY:

To cancel a membership and stop bank or credit card drafting, members must send in a cancellation or hold request form from their online Daxko profile or stop in at the front desk to cancel or have membership put on hold. The cancellations of a membership or bank draft must be completed before the 8th of the month to avoid monthly charges. Any cancellation after the 8th day of that month will be subject to that month's payment.

By canceling, or allowing your membership to expire, your membership fee is non-transferable after 60 days. This means if you cancel your membership or it expires and you do not activate your membership after 60 days, you will be charged the membership joining fee of \$30.00 when you sign back up.

Photo Release Agreement

I consent to the taking and use of still photography and/or motion pictures of me or my family for use of magazines, television, newspapers, etc. and to the non-commercial use of such photographs or motion pictures. I understand that the YMCA has no control over and is not responsible for the content in such publications and broadcasts.

I hereby waive payment or royalties for the exhibition or showing of photographs or motion pictures and/or the use of information provided by me. The YMCA will post signs when professional photographers or TV crews are on site so members have the option to avoid their images being utilized.