

Marion Family YMCA Release and Waiver of Liability, Indemnity and Code of Conduct Agreement

IN CONSIDERATION of 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 off-site program affiliated with the YMCA, 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 acknowledgement that such premises and all facilities and equipment thereon and such affiliated program 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 OFF-SITE PROGRAM AFFILIATED WITH THE YMCA. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS 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.*
- 2. 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.*
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasee 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 foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Ohio 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.*

4. *We/I give our/my consent to be photographed, videotaped and/or filmed while participating in any “Y” activity and or program for the resulting, photos, etc. to be used by the “Y” activity and/or program under the above mentioned conditions.*
5. *In consideration for being allowed to participate in exercise programs and activities of the Marion Family YMCA, THE UNDERSIGNED HEREBY AGREES to assume the risk of such exercise and inherent dangers from exercise and use of the equipment. THE UNDERSIGNED HEREBY AGREES to release the Marion Family YMCA and its staff members from any and all claims, suits, losses, or related causes of action for damages related to my, or my child’s, exercise program and hold them harmless from anything arising there from. It is highly recommended you check with your Dr. before starting any exercise program.*

Termination Of Members - Issues to Be Aware Of

1. *There is a basic right that individuals have to associate with groups. But as long as it does not discriminate on the basis of race, sex, religion or ethnicity, the YMCA is not a government body so it has certain rights to limit members.*
2. *If a member does one of the following, then he/she may be terminated as a member:*
 1. *Appears to be taking actions or doing things that are contrary to the Y’s mission, would be contrary to the Y’s Mission, or*
 2. *Appears to be involved in criminal acts or,*
 3. *Is acting in ways that disrupts the YMCA’s operations,*
3. *The Marion Family YMCA checks sex offender lists, and persons we’re aware of as being on such lists are not allowed to be members or guests.*

You can download a copy of this agreement by [clicking here.](#)

EFT Plan - Rules and Authorization Agreement

1. *Your monthly draft will be processed on the 1st or 15th day of each month. Financial institutions require that funds be available on the last business day before the draft date.*
2. *You must maintain sufficient funds in your bank account to cover the monthly draft or the bank will treat it as a returned check.*
 - *If you change banks or receive a new card, you must notify the YMCA at least 15 working days prior to your next draft*
 - *If an EFT is returned for non-sufficient funds or a credit card is declined, the YMCA will charge a **\$30.00 NSF fee. We may collect this fee plus the original amount of the EFT or credit card charge electronically through a third party.***
 - *Your membership will be cancelled by the YMCA with no advance notice if returned dues are not collected within 30 days or if **ANY** draft is returned **ACCOUNT CLOSED** or **INVALID ACCOUNT NUMBER.***
3. *If the YMCA cancels your membership for unpaid drafts, you may not be eligible to participate in the EFT plan in the future.*

4. **MEMBERSHIP IS CONTINUOUS UNTIL CANCELLED IN WRITING PRIOR TO THE LAST DRAFT DATE. THE YMCA WILL THEN DRAFT ONE MORE MONTH MEMBERSHIP DUES. YOUR MEMBERSHIP WILL END 30 DAYS AFTER THIS FINAL DRAFT. TELEPHONE CANCELLATIONS CANNOT BE ACCEPTED.**
5. *If the YMCA increases membership dues, we will give you advanced notice and continue drafting the new membership rate.*

As a member of the YMCA EFT plan, I acknowledge that I have read the above rules and agree to abide by them. You can download a copy of this agreement by [clicking here](#).

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Reminder: *Once you click on "Submit" you will be forwarded on to our safe, secure online registration process hosted by Daxko.com.*