



**WEST SUBURBAN YMCA
RELEASE AND WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

Name _____ Preferred Gender Pronoun _____

Date of Birth _____ / _____ / _____ Phone _____

Address _____ City/State/Zip _____

Email Address _____

Emergency Contact Person & Phone Number _____

PLEASE READ CAREFULLY. THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE WEST SUBURBAN YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE.

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 acknowledgement 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.

Assumption of Risk

I acknowledge and agree that any use of The West Suburban YMCA facilities, services, equipment and premises ("Facilities") and any participation in The West Suburban YMCA programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that The West Suburban YMCA, it's officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees"), will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

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 READ THIS RELEASE AND AGREE WITH ITS TERMS

_____/_____/_____ _____

Date Participant's Signature (or parent's or guardian's signature if participant is legally a minor)

West Suburban YMCA CODE OF CONDUCT FOR MEMBERS

The West Suburban YMCA is committed to providing a safe and welcoming environment for all members. To promote safety and comfort for all, we ask individuals to adhere to this Code of Conduct when in our facilities and/or participating in our programs. 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 any action that can hurt or frighten another person or that falls below a generally accepted standard of conduct.

COVID 19 Safety Precautions

- **Upon entering the building, all members and guests attest to the following:**
 - **I understand that Newton has a mask mandate and I will wear a mask while in the building, regardless of vaccination status.**
- **I will maintain physical distancing whenever possible.**
- **I will wipe down machines before and after using any machine or equipment.**
- **All members and staff must follow the 6ft social distancing CDC guidelines.**
- **Practice safe hygiene by sneezing or coughing in your sleeve even with a mask on.**

Members are encouraged to politely inform any person who is not adhering to social distancing requirements. YMCA staff members are always available to assist should the matter not be resolved promptly. All reported incidents will be reviewed by YMCA Management. When a violation of the Code of Conduct has occurred, the decision to suspend or terminate YMCA membership privileges will be made by YMCA Management. Member privileges may be suspended or terminated by the West Suburban YMCA or other disciplinary action may be taken which is deemed appropriate by the West Suburban YMCA under any of the following conditions:

- Failure to adhere to social distancing requirements in accordance with CDC guidelines
- Failure to clean any equipment immediately after use
- Failure to wear face covering in the building if not fully vaccinated
- Failure to report COVID-19 symptoms
- Inappropriate attire including offensive wording on shirts or accessories
- Angry or vulgar language including swearing, name calling or shouting
- 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 which results in the destruction of property
- Conduct of an inappropriate, threatening, or offensive nature
- Loitering inside or outside the YMCA
- *Violation of safety and security procedures*
- *Smoking or the use of tobacco while on YMCA property*
- *Bizarre or offensive comments regarding violent events and/or behavior*
- *The spreading of malicious rumors*
- Using or possessing illegal chemicals or alcohol in or on YMCA property or at YMCA sponsored programs
- Carrying or concealing any weapons or devices/objects which may be used as weapons
- *Purposely creating conflict with a staff, volunteer, participant, or member*
- *Staff / members will not give gifts (even small gifts), keep secrets, or show favoritism to individuals*
- Submitting false information on the Membership Application
- Unauthorized use of a member's membership card or account

- Failure to pay dues, fees, charges or any other amount owed to the West Suburban YMCA in a proper and timely manner.
- Treats the staff or employees at the West Suburban YMCA in an unreasonable or abusive manner (including but not limited to sexual harassment)
- Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the West Suburban YMCA, and its members, or employees
- *Discrimination against or harassment of a staff member, volunteer, participant or member because of race, color, age, creed, sex, sexual preference, national origin or disability*
- *Members are not permitted to contact YMCA staff via personal contact information, including, but not limited to email, instant messaging, text messaging, cellular/regular phone calls, social networking pages or other communication vehicles.*
- Convicted and/or registered sex offenders are excluded from membership and program participation at the West Suburban YMCA, and offenders shall not enter onto YMCA property or loiter in the vicinity of YMCA programs and activities.

- Any member of the West Suburban YMCA whose membership privileges have been terminated for any reason shall only be eligible for readmission upon approval by the West Suburban YMCA at its sole discretion. Any member of the West Suburban YMCA whose membership privileges have been terminated for submitting false information on the application shall not be eligible for readmission to membership.
- Any member of the West Suburban YMCA whose membership privileges have been restricted or suspended for any reason, shall not be entitled to the repayment of any initiation fees, dues or other charges. During the restriction or suspension, dues, fees and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
- This Code of Conduct and other rules and regulations enacted by the West Suburban YMCA may be amended with or without notice.

Participant Signature: _____ **Participant Name Printed:** _____

Date: _____