

## MEMBERSHIP AGREEMENT

Updated 9/10/2024

I hereby authorize the John E Alexander South Wood County Young Mens Christian Association Community Center Inc (YMCA) to initiate debits from the bank or credit card indicated for the amount specified. **The authorization remains in effect until the YMCA has received notification from the primary or secondary adult member of the termination of this agreement prior to the 25th of the month.** The YMCA will send a 30 day notification of any change in the amount to be drafted. Should my membership draft not be honored by the bank or credit card for any reason, I am responsible for the payment plus a service charge of \$15.00. New signed contracts and payment information may be needed to re-activate the membership. Failure to make a returned payment by the end of the month, will result in membership termination.

I understand there is no refund for cancelling a paid-in-full membership before the anniversary date.

I understand the YMCA reserves the right to adjust membership rates as necessary with a 30 day advance notice, which I agree to pay. **If re-joining after a lapse of 30 days or longer, the processing fee will be added to all memberships.**

**If I sign up under a membership promotion, I understand and acknowledge that I am only eligible if I am a new member or have been inactive for 3 months or longer and that this is a minimum 6-month consecutive commitment. If I cancel prior to 6 months, I will still be responsible for the remainder of the membership costs.**

Membership card/key tag must be presented upon entering the facility and are non-transferable upon termination of membership. Replacement card/key tags are \$3.00. I acknowledge that if I have a family/single parent family membership, that this membership consists of myself, my significant other and any dependent children that are youth, currently enrolled full-time in school, or can be claimed as dependents on taxes.

### **Behavior Policy:**

Membership at the YMCA is a privilege. 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 YMCA, to the extent not otherwise prohibited by the applicable law, reserves the right to deny, condition or revoke membership of any individual who: (i) is arrested for, charged with or convicted of sex offenses as that term is defined in Wisconsin Statute, ss301.45(id)(b):(ii) is arrested for, charged with or convicted of other crimes inconsistent with the values of the YMCA, including crimes involving abusive language, inappropriate attire, smoking, consumption of alcohol, or removal or damage of YMCA property. These and other behavioral guidelines are outlined in our Code of Conduct & Sex Offender Policy. YMCA staff members actively support and enforce these policies for members and guests.

### **Waiver:**

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 responsibility or liability for injuries or damages resulting from my and/or my children's participation in any activities or use of equipment or machinery in the above mentioned facilities or arising out of my and/or my children's participation in at 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 and/or my children, including those caused by the negligent act or omission of any of those mentioned or others, acting on their behalf or in any way arising out of or connected with my and/or my children's participation in any activities of the YMCA or the use of any equipment at the YMCA. 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 the loss of property, to the fullest extent of the law. Applicant hereby

releases, waives, and covenants not to sue for, and applicant shall indemnify, defend and hold harmless The YMCA, its affiliates, officers, employees, volunteers, and agents (collectively, the "released parties") from and against any economic or non-economic losses, liabilities, damages, suits, actions, claims, attorney's fees, costs, expenses, or demands, of every kind and nature whatsoever, whether caused in whole or in part by the negligence, gross negligence or strict liability of the released parties, or otherwise, to the fullest extent permitted by law, arising from, or alleged to have arisen from, applicant's presence, observations, use, or participation at or in the YMCA facilities, and/or the presence, observations, use, or participation of any family member, dependent, or guest, including any minors, accompanying applicant, at or in the YMCA facilities.

**24-Hour Access Users:**

If utilizing any of the South Wood County YMCA's 24-hour access facilities, I agree to follow all policies and procedures set in place by each facility and the 24-hour access waiver. This includes being at least 18 years to enter the facility (13-17 if accompanied by an approved parent/guardian), being an active member of the South Wood County YMCA and has either purchased or been assigned a key fob for 24-hour access usage. Utilizing 24-hour access is at my own risk and the waiver signed includes a waiver and release of liability without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) my use of all amenities and equipment in the facility and your participation in any activity, class program, personal training or instruction; (b) the sudden and unforeseen malfunctioning of any equipment; (c) my slipping and/or falling while on the South Wood County YMCA premises, including adjacent sidewalks and parking areas.

**Concussion Policy Agreement:**

As a parent or legal guardian and as an athlete it is important to recognize the signs, symptoms, and behaviors of concussions. By signing this form, I am stating that, I, the parent or legal guardian, understand the common signs, symptoms, and behaviors of a concussion. I also agree that your child must be removed from practice/play if a concussion is suspected. It is my responsibility to seek medical treatment if a suspected concussion is reported. A child cannot return to practice/play until a written clearance from an appropriate health care provider is provided to the coach.

**Refund Policy/Acknowledgement:**

**Medical cancellation:** I understand that if a participant withdraws from a fee-based program due to a medical reason, a credit for the unused portion of the program will be offered. Proof required.

**Photo/Talent Release:**

I hereby irrevocably release, consent and allow the YMCA and its agent to use my and/or my children's photograph/likeness/voice, as it pertains to my and/or my children's participation with the YMCA, in any manner for promotional efforts without expectation for any reimbursement in connection with its use.

**Infrastructure Fee:**

I understand that the YMCA imposes an infrastructure fee of 3% on Credit Card and .48% on ACH transactions, which is not greater than our cost of acceptance.