

## YMCA of the CHIPPEWA VALLEY POLICY AGREEMENTS

### **Bank Draft/ Credit card Draft payment Authorization-**

My YMCA membership will be regarded as continuous until the time that I decide to terminate. I understand that the YMCA reserves the right to adjust membership rates as necessary. This authorization will remain in effect until revoked by me in writing and until you receive such notice, I agree that you shall be fully protected by honoring any such charge. I agree that your treatment of each such charge and your rights in respect to it, shall be the same as if it were signed by me and that if any such charge be dishonored, whether with or without cause, you shall be under no liability whatsoever even though such dishonor results in the forfeiture of my Y membership. If at any time the amount in my account is insufficient to cover the amount to be deducted, the bank is not obligated to pay and is not responsible for those insufficient funds. Nor shall the bank be liable for any errors by the YMCA of the Chippewa Valley in handling the terms of this authorization. I will use an electronic funds transfer to pay for my Membership or Child Care invoices, and I agree that if for any reason I wish to terminate or change the status of my membership, I will contact the YMCA and fill out the online form of CANCELLATION or email the Membership Director during the current month with my signature. I agree that my membership is not cancelled until I receive a confirmation from the YMCA of my cancellation. A \$35 returned payment fee will be applied for any item returned by a financial institution.

### **Child Care Programs:**

**Billing:** Payments will be withdrawn on Friday, 10 days prior to any scheduled week of care.

**Cancellations & Changes:** Please submit schedule changes by e-mail. All updates/changes will be confirmed.

- ELC, Before and After Care, School's Out - Changes are due by the 15th of the month prior, to any given week of care.
- Summer Camp - Cancellations and changes are not permitted. You will be billed according to your originally submitted schedule.
- Sports Center Summer Camp Specific - Changes are due Monday by 6am, 2 weeks prior to any given week of care.

There will be no credits given for sick days. There will be no refunds.

## MEDIA RELEASE FORM

I grant permission to YMCA of the Chippewa Valley, hereinafter known as the Media to use my image (photographs and/or video) for use in Media publications including:

Videos including YouTube, Email Blasts, Recruiting Brochures, Newsletters, Magazines, General Publications, Website and/or Affiliates.

I hereby waive any right to inspect or approve the finished photographs or electronic matter that may be used in conjunction with them now or in the future, whether that use is known to me or unknown, and I waive any right to royalties or other compensation arising from or related to the use of the image.

I sign for the unit member as the parent if under 18, the paragraph below which is applicable to your present situation:

\_\_\_ - I am 18 years of age or older and I am competent to contract in my own name. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

\_\_\_ - I am the parent or legal guardian of the below named child. I have read this release before signing below, and I fully understand the contents, meaning and impact of this release. I understand that I am free to address any specific questions regarding this release by submitting those questions in writing prior to signing, and I agree that my failure to do so will be interpreted as a free and knowledgeable acceptance of the terms of this release.

## MEMBERSHIP

**Membership Dues Agreement:** Members understand that all changes affecting their monthly draft, (i.e. billing information, holds, downgrades, termination) require a written notice before the end of the month prior to their next draft date. Any error must be identified no later than 60 days from the posted bank statement date. The YMCA is not responsible for errors occurring later than 90 days from the date of the initial error. The YMCA draft is a continuous membership plan. Memberships will remain in effect until properly terminated with the YMCA. The YMCA may, at their discretion, adjust the monthly membership rate applicable to the category of membership. Members will receive at least a 30-day notice of the change

before a debit occurs at the new rate. The primary membership holder is fully responsible for their membership and for all persons associated with their membership, including their knowledge of the aforementioned policies and liability waiver. Member is responsible for providing accurate contact information including updated address, phone number, email address, and billing information including expiration date and account information.

**Corporate Memberships:** If I become unemployed or separated from my current Corporate partner with the Y, my membership will revert to a regular priced membership for the current month and each month after until I give a written notice of cancellation to the Y. If I pay a portion of my membership, I understand that any changes to my bank account, debit or credit card accounts are my responsibility and should make the YMCA aware of these before my billing is processed. If payment is returned NSF, or for any other reason, I will be assessed a \$35.00 fee for each occurrence. (Fee amount is subject to change).

**Membership Cancellation Policy:** I understand that cancellation of membership must be made by the end of the month prior to your next membership draft date, in writing. This can be done by filling out a membership cancellation form online or by emailing the Membership Director with the request. No refunds will be given for any unused portion of a membership.

**Age Guidelines:** I understand that some areas of the YMCA require a certain age or adult supervision and that I am responsible for following these restrictions for myself and any minors on my membership account. Parents/guardians are responsible for the safety and supervision of their children at all times. Children under the age of 10 years may not be left unattended in the facility. Children need to be 12 years of age or older to use the weight room, cardio room, track and attend fitness classes. **Age restrictions are subject to change.**

## REFUND POLICIES

**Refund Policy/Acknowledgement-** In regards to the COVID-19 pandemic, the YMCA of the Chippewa Valley is offering programs in good faith. If, in working with the CDC, WEDC, governmental agency and/or insurance company, we are required to cancel the event or program, we cannot guarantee a refund or credit to our participants.

**Fee-Based Programs/Lessons/Classes:** No refunds will be given once registered for a class or program.

**Class Cancellation:** If a fee-based program is cancelled by the YMCA, a full refund or credit (member's choice) will be offered. Please refer to inclement weather policy below for weather related cancellations.

**Medical cancellation:** 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.

**Inclement weather policy:** Refunds/credits will not be offered because of inclement weather cancellations. Make-up classes will not be offered due to inclement weather cancellations.

## Responsibilities for Membership

**All must be read and signed before membership will be processed. Abuse of membership or violations of Code of Conduct may result in suspension/termination of membership.**

**Bank Accounts/ Credit Card Accounts**—I understand that any changes to my bank account, debit or credit card accounts are my responsibility and should make the YMCA aware of these before my billing is processed. If payment is returned NSF, or for any other reason, I will be assessed a \$35.00 fee for each occurrence. (Fee amount is subject to change). Should any member debt not be honored by the member's credit card company or bank for any reason, the member is still responsible for that debt plus a service charge applied by the YMCA. This is in addition to any service fee the member's credit card company or bank may charge. The membership is subject to termination if the debt is not paid.

**External Privacy Notice:** I have read and agree to the external privacy notice.

**Membership Cards/Identification:** I understand that YMCA members are required to check-in with their membership card each visit. If a member doesn't have their membership card with them, they may check-in by name, but another form of picture identification may be required if staff cannot verify identification. Membership cards and privileges are not transferable to other individuals. If you lose your membership card, staff at both the Member Service Desk can replace it for you.

Membership in the YMCA of the Chippewa Valley is non-transferable.

**Request for Membership Hold:** Memberships can be placed on hold indefinitely with proof of medical reason. Otherwise, memberships can transfer to an 'Impact Membership' for up to 5 months with a fee of \$10 per month.

**Joiner's Fee:** The Joiner's Fee is an administrative fee to establish your membership. As long as your membership remains continuous, this is a one-time fee. The Joiner's Fee varies depending on type of membership and applies to all membership categories. A joining fee is required to rejoin the YMCA of the Chippewa Valley.

**MEMBER/GUEST/PARTICIPANT SCREENING POLICY:** I understand that 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. This information may be shared with other Ys.

**CHILD PROTECTION:** YMCA of the Chippewa Valley screens members and guests against the National Registry of Sex Offenders. All new members and guests over the age of 18 must present a valid photo ID to use a YMCA of the Chippewa Valley facility or participate in a program. Failure to present a valid ID upon request may result in denied access until a valid photo ID is produced.

## CODE OF CONDUCT

Our Code of Conduct defines acceptable behavior for all members, guests, and program participants. The YMCA is founded on Christian principles and prohibits inappropriate behavior and conduct. This includes, but is not limited to, profanity or abusive/offensive language, inappropriate attire, smoking, vaping, use of alcohol or drugs, the removal of YMCA property and criminal conduct of any type. Conduct detrimental to the association and/or in disregard of YMCA member policies and practices may result in suspension and/or termination of guest privileges.

- All persons involved with the YMCA are expected to model our core values: Caring, Honesty, Respect, and Responsibility.
- Please wear your swimsuit only in the pool area and locker rooms. Shoes, shorts or pants, and shirts are required in other areas of the facility at all times.
- No angry or vulgar language including swearing, name calling or shouting.

- No physical contact with another person in any angry, sexual or threatening way.
- Carrying or concealing objects that may be used as weapons is prohibited.
- No use or possession of illegal chemicals or alcohol is allowed.
- YMCA facilities, grounds, and programs are tobacco-free. This includes E-cigarettes.
- Behavior resulting in the loss and/or destruction of property is not tolerated.
- Cameras and cell phone use are prohibited in YMCA locker rooms and restrooms.
- A photo and waiver must be on file for all members and guests.
- Conducting or participating in paid instructional sessions, lessons, personal training, etc. with an instructor **not** employed by the Y is prohibited.

Members and guests are responsible for their own personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain from doing so. If you feel uncomfortable confronting the person directly, please report the behavior to a YMCA staff person immediately.

The appropriate YMCA staff member will investigate all reported incidents. Suspension or termination of membership privileges may result from a violation of the Code of Conduct.

***The YMCA of the Chippewa Valley reserves the right to refuse access to any person who does not meet the mission, values, and goals of the YMCA.***

## **RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in YMCA of the Chippewa Valley activities, and for other good and valuable consideration, I hereby agree to **release and discharge from liability** arising from negligence the **YMCA of the Chippewa Valley** and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees?"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows: 1. I acknowledge that participating in **INSURED activities, including onsite, virtual, and pre-recorded on video activities**, involves known and unanticipated risks which could result in physical or

emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, exposure to our contracting of communicable diseases, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. **I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees.** My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct.** Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. **By signing this document, I agree that if I am hurt or my property is damaged during my participation in these activities, whether onsite, video, recorded, virtual, or otherwise, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.** I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor?s names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor. Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_ (If notarization is necessary, please sign & stamp this side of form.)