

# YMCA of San Francisco Membership Application

## Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA (or for my children to so participate) 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 such participating children 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 acknowledgment that such premises and all facilities and equipment therein 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 by the undersigned and such children.

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, ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor 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 or such children 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 or such children 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 to the undersigned or such children due to negligence of releasees 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.
4. THE UNDERSIGNED HEREBY GIVES PERMISSION for the YMCA of San Francisco, or any of its branches, to use any photographs or video footage taken of the undersigned and/or the undersigned's children participating in YMCA of San Francisco activities in future YMCA promotional purposes, without additional release or authorization.

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 California 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. I HAVE READ THIS RELEASE.

## YMCA of San Francisco Member and Guest Code of Conduct

### **Caring**

- The YMCA is committed to providing a safe and welcoming environment for every member and guest. To promote safety and comfort for all, we ask individuals to act appropriately at all times when they are in the YMCA facilities or participating in YMCA programs.
- Smoking is not permitted in the YMCA facilities. The YMCA provides a smoke-free environment.
- YMCA staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if any assistance is needed.

### **Honesty**

- In order to be able to carry out these policies, we ask that members and guest identify themselves to staff when asked, and be able to produce identification upon request.

### **Respect**

- We expect persons using the YMCA to behave in a mature and responsible way, and to respect the rights and dignity of others. We do not permit language or any action that would tend to hurt or frighten another person, including staff, or that falls below a generally accepted standard of conduct.

### **Responsibility**

- Members and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain from such behavior. If a member or guest feels uncomfortable, they also may report the offending behavior or conditions to a YMCA staff person.
- The YMCA reserves the right to deny access or membership to any person who has been charged with or convicted of any crime involving sexual abuse or who is required by law to register as a sex offender.
- YMCA management will investigate all reported incidents. Suspension or termination of YMCA membership privileges may result from a violation of the YMCA Member and Guest Code of Conduct, or from a violation of any other posted or published rules or policies at your YMCA branch or program.

Signature of applicant/parent: \_\_\_\_\_ Date: \_\_\_\_\_

Print name of applicant/parent: \_\_\_\_\_

Staff Int: \_\_\_\_\_