

YMCA OF THE FOX CITIES RELEASE AND WAIVER OF LIABILITY AND IDEMNITY AGREEMENT

The YMCA of the Fox Cities is founded on Christian principles and values and prohibits inappropriate behavior and conduct. This includes, but is not limited to, profanity or abusive language, inappropriate or revealing attire, smoking, use of alcohol or drugs, sexually explicit conversation or behavior, any sexual contact with another person, harassment or intimidation, the removal of YMCA property, carrying or concealing a weapon or criminal conduct of any type. Such inappropriate behavior or conduct is unacceptable and the YMCA consequently retains the right to deny memberships to its applicants and to revoke a membership of any current member or participant at its sole discretion.

In addition, the YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving child and/or sexual abuse, has ever been convicted of any offense relating to the use, sale, possession or transportation of narcotics or habit forming and/or dangerous drugs or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics or intoxicating beverages.

THE YMCA OF THE FOX CITIES TAKES A NO TOLERANCE STANCE FOR ANYONE REGISTERED AS A SEXUAL OFFENDER.

Members and guests are encouraged to take responsibility for their personal comfort and safety by asking any person whose behavior threatens their comfort to refrain from such behavior. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a staff person or the building supervisor on duty.

The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, all individuals are asked to act appropriately at all times when in our facility or participating in our programs.

In further consideration of being permitted to enter the YMCA of the Fox Cities (hereinafter referred to as the Y) 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 Y. The undersigned hereby agrees to the following:

THE UNDERSIGNED hereby releases, waives, discharges and covenants not to sue the Y and all branches thereof, 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 damages 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 Y.

THE UNDERSIGNED hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage for cost they may incur due to the presence of the undersigned in, upon or about the Y premises or in any way observing or using any facilities or equipment of the Y whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED hereby assumes full responsibility for all risk of bodily injury, death or property damage due to negligence of release or otherwise while in about or upon the premises of the Y and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Y.

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 Wisconsin 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.

YMCA MEMBERSHIP DRAFT AGREEMENT

- Purpose and Goals.** As a member of the YMCA I agree to cooperate in the accomplishment of the YMCA's Core Values of Caring, Honesty, Respect and Responsibility. I recognize that YMCA membership embraces all types of members and involves identification worldwide.
- Membership on the draft plan** authorizes the YMCA to charge/draft a monthly charge from your credit card/bank account to cover your membership fee. My membership payment will continue in this manner until it's canceled in writing by me.
- Joiner Fee.** A non-refundable joiner fee is required to begin a draft or annual membership. If I cancel my YMCA membership and later wish to rejoin, the joiner fee will again be required.
- Payment.** My YMCA membership will be regarded as continuous until the time that I decide to terminate. The YMCA guarantees satisfaction with the quality of its services. To terminate my membership, I must surrender my membership card(s) to the YMCA. I understand that the YMCA reserves the right to adjust membership rates as necessary, which I agree to pay upon at least 15 days advance written notice.
- As a convenience to me, I hereby authorize you to charge my account, and payable to the order of the YMCA, provided there are sufficient collected funds in my account to pay the same upon presentation. I agree that your rights in respect to each such charge shall be the same as if it were a check/debit/credit transaction drawn on you and signed personally by me. The authority is to remain in effect until revoked by me in writing. I further agree that if any such charge be dishonored, whether with or without cause and whether intentionally or inadvertently, you shall be under no liability whatsoever even though such dishonor results in the forfeiture of services. Should any preauthorized charge not be honored by said bank/credit card/debit card when received by them, then it is understood that said payment is to be made by me. Changes may take up to 30 days.
- Sufficient Funds.** I must retain sufficient funds in my account/credit card to cover the monthly draft. A \$30 service fee will be charged on returned checks and drafts. My membership will be automatically placed on a financial hold the first time a draft is returned.
- Membership Card.** I understand that I must present my membership card or bar code on YMCA APP for admission and cards are non-transferable. Abuse of membership card and violations of Code of Conduct may result in suspension/termination of my membership.
- Photo/Talent Release.** I hereby irrevocably release, consent and allow the YMCA and its agents to use my photograph/likeness/voice, as it pertains to my participation with the YMCA, in any manner for promotional efforts without expectation of any reimbursement in connection with its use.
- CANCELLATION POLICY:**
When canceling my draft membership, you must surrender all membership cards to the YMCA and complete a **written** cancellation request. To avoid having additional charges for a cancellation or a change, you must change or cancel your membership by the:
 - 25th day of the prior month if you draft on the 1st
 - 10th day of the month if you draft on the 15th