



# The Siskiyou Family YMCA Policies & Procedures

Welcome to The Siskiyou Family YMCA. Please read this document carefully to ensure you agree with our principles and practices. NOTE: all individuals over the age of 18 must sign this document for themselves and provide government official photo ID. Individuals under 18 must have a parent or guardian sign for them.

## **Siskiyou Family YMCA Release, Waiver of Liability and Indemnification Agreement**

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of The Siskiyou Family YMCA, (hereinafter referred to as "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.

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 releases 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 releasees to administer First Aid, CPR or AED to the undersigned or such children in the event of an emergency. In the event the undersigned cannot be reached, or if the undersigned or such children are unresponsive due to medical emergency, the undersigned authorizes the YMCA to seek medical care for the undersigned or such children and hereby give permission to the attending physician to order X-rays, routine tests and provide any other medically appropriate treatment.

5) THE UNDERSIGNED HEREBY GIVES PERMISSION for the YMCA, 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 activities for future YMCA promotional purposes, including without limitation, media materials, promotional print pieces, promotional video pieces, social media platforms and websites of the YMCA and its affiliate branches, without additional release or authorization.

6) By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of YMCAs 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 loss of property, to the fullest extent of the law.

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 AND UNDERSTAND THIS RELEASE, AND MY SIGNATURE DEMONSTRATES ACCEPTANCE OF THE ABOVE TERMS IN THEIR ENTIRETY.

**Code of Conduct:** The YMCA is an inclusive organization that strives to create an environment where all people feel welcome, comfortable and secure. Therefore, we have adopted the following code of conduct that applies to everyone at our facilities and while participating in our YMCA sponsored programs both on- and off-site. Individuals are expected to:

- Uphold the YMCA core values of caring, respect, responsibility, and honesty
- Follow facility usage and safety rules
- Maintain an atmosphere free of derogatory or unwelcome comments, conduct or actions
- Maintain an atmosphere free of negative behavior focused on another's sex, race, ethnicity, age, religion, disability, sexual orientation or any other legally protected status
- Be respectful and cooperative with YMCA staff and fellow participants
- Identify themselves to staff when asked with a government official identification
- Stay home if I have a fever or symptoms of cold, flu or extreme allergies
- Wipe down all equipment before and after use

The following are *not* acceptable in YMCA facilities and programs:

- Inappropriate attire. Appropriate attire must be worn at all times. (Please wear activity-appropriate attire at all times. Full-sized shirts (no midriff showing) and toe-covering athletic shoes are always required in the health and fitness areas).
- Abusive, harassing, intimidating or obscene language or gestures
- Sexually explicit conversation or behavior, any sexual contact with another person
- Threats of harm, physical aggression or violent acts
- Clothing, signs, symbols, jewelry, tattoos or anything visible that conveys a message of hate, exclusion, intimidation, threat, violence, or nudity
- Picture-taking or video-recording without the prior consent of a YMCA Director

- Carrying a weapon or devices or objects that may be used as weapons without legal authority
- Smoking and vaping is not permitted on YMCA property or within 25 feet of building entries, outdoor air intakes or operable windows as the YMCA maintains a smoke-free environment in its facilities and on its property
- Theft, or behavior that results in the destruction of property
- Possession, sale, use or being under the influence of alcohol or other controlled substances on YMCA property, in YMCA vehicles, or at YMCA sponsored programs
- Offensive or unlawful conduct
- Loitering or Solicitation within or on the grounds of the YMCA

**The Siskiyou Family YMCA is a membership organization and we reserve the right to deny access and/or remove anyone from any program or premises at any time. Individuals denied program participation may or may not receive refunds. Protecting our youth and adult members is an essential value of The Siskiyou Family YMCA. To uphold this value, the YMCA will routinely screen member information through national sex offender registries. The YMCA reserves the right to revoke the membership of or deny access or membership to any person, including one who has been charged with or convicted of any crime involving sexual abuse or who are required by law to register as a sex offender.**

Failure to follow The Siskiyou Family YMCA's Code of Conduct will result in disciplinary actions, which may include immediate eviction from the premises, loss of privileges and suspension or termination of membership, and may or may not receive a refund. The YMCA may contact security, police or other authorities for assistance or to take appropriate legal action. We encourage individuals who experience or observe inappropriate conduct to promptly report their concerns to YMCA staff. We will make every effort to ensure that reports are investigated and resolved promptly and effectively.

I HAVE READ AND UNDERSTAND THE ABOVE CODE OF CONDUCT.

### **Membership Terms of Service & Billing Terms**

- I understand that all facility members are required to have a picture taken and uploaded into the membership database and that adult and guardians of program participants may be required to do the same.
- I understand that I can manage my membership account through The Siskiyou YMCA's website (siskiyouymca.org).
- I understand that parents/guardians must be present to drop off and pick up children for programs in order to sign in and out for them, in accordance with the YMCA's program's policies.
- I acknowledge and agree that the YMCA may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the YMCA's revised procedures prior to utilizing the facilities, services, and programs of the YMCA.
- I understand and give permission for the YMCA to use any pictures of myself and other account members for future program promotion purposes. [NOTE: If for any legal or religious reasons you do not want pictures of your or your family members used, please notify our front desk immediately upon signing this agreement.]

**Signature HERE:** \_\_\_\_\_

[Sign on digital Topaz signature pad] To view your signed member agreement copy, please refer to the YMCA website, and log into your membership account.



## The Siskiyou Family YMCA Agreement to Auto-Renewals/EFTs and Rate Changes

- Monthly Memberships: Upon signing up for a monthly membership, the first 3 months will be paid up front. Monthly membership draft dates will be on the 15th of the month and recur until the member gives written notice of wanting to cancel their membership.
- Semi-Annual & Annual Memberships: Semi-annual and annual memberships are available and must be paid up front. These memberships will recur every 6 months for semi-annuals, and every year for annuals, and will be automatically renewed until the member gives written notice of wanting to cancel their membership.
- For all recurring membership and program fees, I authorize the YMCA to initiate debit entries to my credit card or bank account.
- I understand that monthly automatic bank drafts will be pulled on the 15th of every month via checking account, credit or debit card.
- I agree to having my membership auto-renew until I give notice that I would like to cancel my membership, ensuring I give notice **before the first of the upcoming month**. I understand that not giving appropriate and timely notice may result in paying additional membership fees.
- I understand that cancellations can be done online at our website ([siskiyouymca.org](http://siskiyouymca.org)), or in person. *Online Cancellations will be available on May 7<sup>th</sup>, 2025.*
- I will immediately notify the YMCA of any changes to my credit card or bank account information, including replacement credit/debit cards with new expiration dates.
- I consent to future increases in the YMCA's membership dues based on COLA (cost of living adjustment). The Siskiyou Family YMCA will notify me at least 30 days in advance of any increase in my membership draft amounts or additional fees, such as lockers, personal training, etc.

Signature HERE: \_\_\_\_\_

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