

ASSUMPTION OF RISK WAIVER AND RELEASE OF ALL CLAIMS

I RECOGNIZE AND AKNOWLEDGE THERE ARE CERTAIN RISKS OF PHYSICAL INJURY TO PARTICIPATE IN THE ACTIVITIES AND VOLUNTARILY AGREE TO ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS, REGARDLESS OF SEVERITY, THAT MY MINOR CHILD/WARD OR I MAY SUSTAIN FROM MY AND/OR MY CHILD/WARD'S PRESENCE IN, UPON, OR ABOUT THE PREMISES OR WHILE USING OR OBSERVING THE PREMISES OR ANY FACILITIES OR EQUIPMENT OR PARTICIPATING IN ANY PROGRAM AFFILIATED WITH THE YMCA WITHOUT RESPECT TO LOCATION.

I, FOR MYSELF, ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN, HEREBY FULLY RELEASE, WAIVE, DISCHARGE, AND COVENANT, NOT TO SUE THE CAMBRIDGE AREA YMCA FAMILY CENTER, THEIR RESPECTIVE OFFICERS, BOARD OF DIRECTORS, MEMBERS, VOLUNTEERS, EMPLOYEES, OR AGENTS (THE "RELEASES") AND EACH OF THEM FROM ANY AND ALL CLAIMS FOR INJURIES, DAMAGES OR LOSS THAT MY MINOR CHILD/WARD OR I MAY HAVE OR WHICH MAY ACCRUE TO MY MINOR CHILD/WARD OR TO ME FROM MINE OR MY CHILD/WARD'S PRESENCE IN, UPON, OR ABOUT THE PREMISES, OR WHILE USING OR OBSERVING THE PREMISES OR ANY FACILITIES OR EQUIPMENT IN ANY PARTICIPATING PROGRAM AFFILIATED WITH THE YMCA WITHOUT RESPECT TO LOCATION.

I, HEREBY INDEMNIFY AND SAVE AND HOLD HARMLESS, THE RELEASES AND EACH OF THE THEM FROM ANY LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR FROM MY PRESENCE IN, UPON, OR ABOUT THE PREMISES OR WHILE USING OR OBSERVING THE PREMISE OR ANY FACILITIES OR EQUIPMENT, OR PARTICIPATING IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, AND WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.

I HEREBY AGREE THAT IN THE EVENT THAT REASONABLE ATTEMPTS TO CONTACT ME HAVE BEEN UNSUCCESSFUL, I HEREBY GIVE MY CONSENT FOR ANY MINORS NAMED ON THE APPLICATION TO BE TRANSFERRED TO ANY HOSPITAL REASONABLY ACCESSIBLE. FACTS CONCERNING THE MINOR'S MEDICAL HISTORY, INCLUDING ALLERGIES, MEDICATIONS BEING TAKEN, AND PHYSICAL IMPAIRMENT TO WHICH A PHYSICIAN SHOULD BE ALERTED:

MEMBER SIGNATURE

MEMBER INITIAL

CONDITIONS OF MEMBERSHIP

ALL MEMBERS ARE REQUIRED TO PRESENT A CURRENT, VALID MEMBERSHIP CARD FOR IDENTIFICATION WHEN USING THE YMCA'S FACILITIES AND PROGRAMS. MEMBERSHIP CARDS ARE NON-TRANSFERRABLE. JOINER FEES ARE NON-REFUNDABLE AND NON-TRANSFERRABLE. AS A MEMBER OF THE YMCA YOU ARE AGREEING TO FOLLOW THE POLICIES, PROCEDURES, AND APPROPRIATE BEHAVIORS FOR THE SAFETY AND COMFORT OF ALL MEMBERS AND GUESTS.

MEMBER SIGNATURE

MEMBER INITIAL

PHOTO WAIVER

I UNDERSTAND THAT MY PHOTO, AS WELL AS ALL INDIVIDUALS LISTED ON THE MEMBERSHIP APPLICATION MAY BE TAKEN BY THE YMCA ON OCCASION, AND I HEREBY GRANT PERMISSION FOR MY NAME AND LIKENESS TO BE USED FOR ANY LEGITIMATE PURPOSE IN ANY MEDIA NOW AND HEREAFTER DEVELOPED BY THE YMCA.

MEMBER SIGNATURE

MEMBER INITIAL

MY SIGNATURE BELOW IS ON BEHALF OF MYSELF AND MY HEIRS, ADMINISTRATORS AND EXECUTORS. I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF MEMBERSHIP, ASSUMPTION OF RISK WAIVER AND RELEASE OF ALL CALIMS, AND THE PHOTO WAIVER AS STATED. IN ADDITION I/WE UNDERSTAND AND AGREE THAT ALL OF THE STATEMENTS ABOVE ARE IN EFFECT THROUGHOUT MY ENTIRE MEMBERSHIP WITH THE CAMBRIDGE AREA YMCA. **THE CAMBRIDGE AREA YMCA FAMILY CENTER REQUIRES WRITTEN CONFIRMATION TO START A MEMBERSHIP, TO PLACE A MEMBERSHIP ON HOLD, AND TO TERMINATE A MEMBERSHIP.**

I/WE ALSO UNDERSTAND AND AGREE THAT THERE ARE NO REFUNDS OR CREDITS DUE TO INCLEMENT WEATHER, LOSS OF UTILITIES, UNPLANNED EMERGENCY/BUILDING MAINTENANCE, ACT OF GOD, OR OTHER INCIDENTS OUT OF THE Y'S CONTROL.

MEMBER SIGNATURE

MEMBER INITIAL

ELECTRONIC FUNDS/BANK DRAFT (EFT) OR CREDIT CARD DRAFT AUTHORIZATION

I AUTHORIZE MY BANK TO HONOR PREAUTHORIZED BANK OR CREDIT DRAFTS AGAINST MY ACCOUNT FOR MEMBERSHIP (MEMBERSHIP/PROGRAM/CONTRIBUTION) PAYMENT AS INDICATED BELOW:

WHEN THE BANK HONORS THE EFT OR CREDIT CARD DRAFT BY CHARGING MY ACCOUNT, SUCH TRANSFER SHALL CONSTITUTE NOTICE OF PAYMENT DUE AND MY RECEIPT FOR THE PAYMENT. SHOULD ANY PREAUTHORIZED EFT OR CREDIT CARD DRAFT NOT BE HONORED BY SAID BANK WHEN RECEIVED BY THEM, THEN IT IS UNDERSTOOD THAT THE CAMBRIDGE AREA YMCA, AT ITS DISCRETION, MAY RE-SUBMIT THE AMOUNT DUE FOR PAYMENT ON A FUTURE DATE.

Bank Draft Authorization: I (We) hereby authorize the YMCA of Cambridge Ohio, herein called the YMCA, to initiate debits to the BANK institution or credit card company indicated below, herein after called BANK, to debit the amounts thereof to my account (checking or credit card account indicated below).

Circle One: Checking Account Credit/Debit Card

Please Initial:

_____ This authority is to remain in full force and effect until the Y has received written notification of cancelation and/or modification 30 days prior to draft date.

_____ I understand that bank drafts occur on the 1st or the 15th of each month.

_____ I understand there are no refunds given.

_____ I understand I must bring my membership card each time I visit the YMCA and swipe it to gain access. Replacement cards are \$5 if my card is lost or misplaced.

_____ I have read and understand the YMCA Member Code of Conduct and agree to follow these guidelines while participating at the YMCA. As the primary member, I am responsible for relaying these guidelines to any other person(s) on the membership.

MEMBER SIGNATURE

MEMBER INITIAL



Staff member initials: I have viewed and certified the Credit/Debit Card or Check identified above with a matching photo ID.