



ANDERSON AREA YMCA

Release and Waiver of Liability and Indemnity Agreement Photo Release and Code of Conduct and Regulations

Welcome to the Anderson Area YMCA – we are glad to have you! We are deeply committed to our community, ensuring all people have access to opportunities to learn, grow and achieve. The Y is an organization dedicated to access, inclusion, and engagement for all. Financial assistance is available for those in need of our facility and programming, without the means to afford those services.

At the YMCA, we expect staff, members, and guests to behave in accordance with our mission and values at all times, respecting the rights and dignity of others, as well as the core values of the YMCA: Caring, Honesty, Respect, Responsibility, and Faith.

We demonstrate CARING, HONESTY, RESPECT, RESPONSIBILITY, AND FAITH by:

- Dressing appropriately, speaking in respectful tones, and refraining from the use of vulgar and derogatory language.
- Respecting the property of others; never engaging in theft or destruction.
- Resolving conflicts in a respectful, honest and caring manner; never resorting to physical contact or threatening gestures.
- Respecting others by refraining from intimate behavior in public, abstaining from contact of a sexual nature.
- Creating a safe, caring environment; no firearms or weapons allowed on the premises with the exception of sworn law enforcement officers with proper identification.
- Participating in programs to build a healthy spirit, mind and body; never engaging in the use, sale, dispensing or passing of illegal drugs or narcotics, or the unsanctioned use of alcohol on YMCA premises; never using tobacco, vaping or products that resemble smoking on or around YMCA premises.
- Members and staff are not to take unauthorized photographs or videos of other patrons, to disseminate or utilize without their knowledge. Consent is required for any photographs taken of patrons/staff of this facility, by other patrons.

Adherence to the YMCA Code of Conduct and regulations is essential. Noncompliance may result in suspension or termination of YMCA membership privileges. The Anderson Area YMCA may choose to terminate any membership, at any time.

Please note:

- **The YMCA does not allow registered sex offenders as members or patrons in our facility.** 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.
- The YMCA does not distribute demographic or contact information.
- Membership cards are non-transferrable; limit one per person.
- A current photo is required to be on file for all users age 2 and up.

OUR MISSION IS TO PUT CHRISTIAN PRINCIPLES INTO PRACTICE THROUGH PROGRAMS THAT BUILD HEALTHY SPIRIT, MIND AND BODY FOR ALL

Photo Release –

I hereby agree that the YMCA may photograph or capture footage of me or members of my household at the YMCA or on any affiliated YMCA property and the YMCA may use those photographs or footage for its marketing purposes and further agree to release to both the YMCA and releases from claim or liability related to that us; waiving all claims for myself, my house- hold, my child and any heirs or next of kin.

IF I CHOOSE NOT TO BE PHOTOGRAPHED, VIDEOTAPED OR IN OTHER RECORDED MEDIA, IT IS MY RESPONSIBILITY TO INFORM THE PHOTOGRAPHER AND/OR REMOVE MYSELF FROM THE PICTURE.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services & programs of the Anderson Area YMCA (hereinafter referred to as "YMCA" and/or participation in any program affiliated with the YMCA, without respect to location, I, for myself & any personal representatives, heirs, and next of kin, hereby acknowledge and agree to the following while at the YMCA, regardless of location:

I HAVE, OR IMMEDIATELY UPON ENTERING OR PARTICIPATING, WILL INSPECT AND CAREFULLY CONSIDER YMCA

PREMISES, FACILITIES AND/OR THE AFFILIATED PROGRAM and entering constitutes an acknowledgement that I find and accept them as being safe and reasonably suited for the purpose of observation, use or participation.

I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the YMCA, its directors, officers, employees and agents (hereinafter referred to as "releasees") and each of them from any loss, liability, damage or cost that I may incur due to my/my child's presence, 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.

I ACKNOWLEDGE THAT PARTICIPATING IN YMCA ACTIVITIES INVOLVES KNOWN AND UNANTICIPATED RISK WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS OR PERMANENT DISABILITY, DEATH AND PROPERTY DAMAGE. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE or loss while in, about, or upon the premises of the YMCA or location of a program affiliated with the YMCA and release, waive and covenant not to sue the releasees. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls for contact with participations, death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical emergencies resulting from physical activity; and damage, lost or stolen property. I understand such risks cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity. Additionally, I state that I and all family members participating in YMCA activities or use of the YMCA facilities are in good physical health with no medical restrictions or physical limitations.

I HEREBY AGREE THAT MY/MY CHILD'S PARTICIPATION IN THESE ACTIVITIES IS VOLUNTARY AND WE ELECT TO PARTICIPATE DESPITE THESE RISKS. If at any time I believe that event conditions are unsafe or that I or my child are unable to participate due to physical/mental conditions, I will immediately discontinue participation.

I REPRESENT THAT I HAVE ADEQUATE INSURANCE TO COVER ANY INJURY OR DAMAGE I OR MY CHILD MAY SUFFER OR CAUSE WHILE PARTICIPATING IN THIS ACTIVITY, or else I agree to bear the costs of such injury or damage myself.

I HEREBY AGREE THAT IN THE EVENT THAT I/MY CHILD NEED IMMEDIATE MEDICAL ATTENTION FOR INJURIES THAT OCCUR WHILE PARTICIPATING IN A YMCA PROGRAM, and I am not present or able to communicate my desires at the time of the injury, I authorize YMCA staff to give me or my child reasonable first aid, and to arrange transport of myself or my child to a healthcare facility for emergency care as needed.

I UNDERSTAND THAT NO REFUNDS WILL BE ISSUED FOR MEMBERSHIPS.

I HAVE READ AND VOLUNTARILY SIGN THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

Date: ___/___/_____

Printed Legal Name

Signature OR Parent/Guardian's Signature

Printed Legal Name

Signature OR Parent/Guardian's Signature

Printed Legal Name

Signature OR Parent/Guardian's Signature

Printed Legal Name

Signature OR Parent/Guardian's Signature

Printed Legal Name

Signature OR Parent/Guardian's Signature