Waiver and Release from Liability

LIABILITY WAIVER: You (Buyer, each Member, and all guests) agree that if you engage in any physical exercise or activity or use any part of the facility on the premises, you do so at your own risk. This includes, without limitation, your use of the locker room, pool, hot tub, sauna, steamroom, parking area, sidewalk, or any equipment in the health and wellness center and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in these activities and using these facilities and premises and assume all risk of injury to you or the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of our negligence. This Waiver and Release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment or facilities which may malfunction or break, (b) our improper maintenance of any exercise equipment or facilities, (c) our negligent instruction or supervision, (d) you slipping and falling while in YMCA of Grays Harbor or on the premises, and (e) including exposure to and infection with viruses or bacteria.
You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against us for our negligence.

Coronavirus / COVID-19 Warning & Disclaimer
Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in YMCA of Grays Harbor programs or accessing YMCA of Grays Harbor facilities could increase the risk of contracting COVID-19.** The YMCA of Grays Harbor in no way warrants that COVID-19 infection will not occur through participation in YMCA of Grays Harbor programs of accessing YMCA of Grays Harbor facilities.

PROPERTY LOSS: I understand that the YMCA is not responsible for personal property lost, damaged, or stolen while members and/or program participants are using YMCA facilities or on YMCA program premises.

PHOTOGRAPH PERMISSION: I give my permission for the YMCA to use, without limitation or obligation, photographs, film footage, or tape recordings which may include my image or voice for purposes of promoting or interpreting the YMCA.

INSURANCE: I understand it is my responsibility to provide for my own (and other members of my family if applicable) accident and health coverage while participating in all YMCA activities. The YMCA does not provide any accident or health insurance for its participants.

MEDICAL RELEASE: I authorize the YMCA of Grays Harbor, as my agent, to give consent to surgical or medical treatments by a licensed physician or hospital when such treatment is deemed necessary by the physician and I cannot be contacted within a reasonable time or otherwise unable to give such consent. I authorize the YMCA to give first aid, CPR, or other treatment by a qualified staff member.

ACCEPTANCE: This waiver and release is given for me and on behalf of the minor members of my family listed, if any. I acknowledge the conditions for membership stated above. If any portions of this waiver are held to be invalid, I agree that the remaining terms shall continue to be in full legal force and effect. I have read, or have had read to me, and voluntarily sign this waiver and release from liability.

BEHAVIOR: The YMCA of Grays Harbor is founded on Christian principles and prohibits inappropriate behavior and conduct. This includes, but is not limited to, profanity or abusive language or attire and or body art, smoking, use of alcohol or drugs, the removal of YMCA property and 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.

OFFENDER SCREENING: The YMCA of Grays Harbor conducts regular offender screenings on all members, program members, guests, and visitors. If an offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

REFUNDS: The joining and membership fees are non-refundable. Unused fees may be considered donations to the YMCA.

CHANGES/CANCELLATIONS: Any changes or cancellations must be presented in writing to the YMCA **30 DAYS** in advance.

FACILITY ACCESS:

Children Under 9

Children under 9 years should be directly supervised by a parent or guardian, a responsible member 14 years or older, or registered in a staff supervised program while in the building.

Children 9-13

Children ages 9-13 do not have to be directly supervised by an adult, but it is highly recommended. Youth may not loiter in exercise rooms, hallways, or locker rooms. Parents will be contacted if youth are participating in inappropriate behavior or are disrespectful of staff or facility rules.

Teens 14 and Older

Teens age 14 and older are considered adults in the YMCA facility and have access to all adult fitness equipment, classes and programs. Any teen displaying unsafe actions or behavior not in line with our YMCA values, may lose their adult privileges.

I acknowledge that I have received the Member Services Policies and Procedures Handbook and understand the information contained therein.

I acknowledge that all information supplied is accurate and current.

I have read, understand, and agree to follow the Waiver and Release from Liability.

X_____

PRINTED NAME OF MEMBER

X_____ **X**_____

SIGNATURE OF MEMBER or PARENT/GUARDIAN IF UNDER 18 YEARS OLD

DATE SIGNED