



ASHLAND FAMILY YMCA

PARTICIPANT LIABILITY RELEASE

YMCA participant hereby expressly agrees that all personal exercising and use of all the facilities of the YMCA shall be undertaken by the participant at the participant's sole risk. The participant agrees that the YMCA shall not be liable for any claims, demands, injuries, damages, actions, or causes of actions whatsoever, to the participant or the participant's personal property, arising out of or connected with use of any of the services or facilities at the YMCA building in Ashland, Oregon or other YMCA facilities wherever located and includes a release of the YMCA from either active or passive negligence by the YMCA, its servants, agents, or employees. The participant does hereby expressly forever release and discharge the YMCA from all such claims, demands, injuries, damages, actions, or causes of actions arising from the participant him/herself or any member of his/her family who is a minor, both in the minor's behalf and in the participants behalf as a parent. The participant specifically agrees to hold the YMCA harmless from any claims by said participant, or his/her family including minor children, and to defend the YMCA and reimburse them for any judgments, liens, costs, or expenses, including attorney fees and litigation costs, arising from said claims.

"By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations 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."

FITNESS CENTER WAIVER & RELEASE

In consideration of being permitted to enter the YMCA facility and/or Weight Room for any purpose, including but not limited to observation, use of the room and equipment, or participation in any way, the undersigned for him/herself agrees to release the YMCA from any loss, damage, or cost they may incur due to the presence of the undersigned. The undersigned hereby assumes full responsibility for the risk of bodily injury, death, or property damage while in, about, or upon the premises of the YMCA facility, including weight room, or while using the equipment.

IDENTIFICATION

Valid state or government issued picture identification is required of ALL members and guests age 18 and older before entering the facility.

STANDARDS OF CONDUCT

The Ashland Family YMCA ("YMCA") is dedicated to providing a positive family-oriented environment for all who utilize our programs and facilities. Members and visitors are expected to be safe and appropriate in their behavior and to treat others with dignity and respect. Any person who supports the purpose may become a member of this corporation in accordance with such provisions as may be established by the board of directors, and shall so continue to be a member unless the Board or its authorized agent concludes, in its sole discretion, that a member has failed to live up to the standards and commitments of being a member of this YMCA. To ensure that all who use or visit the YMCA have a safe and enjoyable experience, members must at all times adhere to the following standards of conduct. Any member who violates any of these standards or otherwise is disruptive or endangers the safety of others may be suspended immediately from the premises and may be sanctioned up to and including membership termination without further notice and without reimbursement for any fees previously paid.

Values and Mission: The mission of the Ashland Family YMCA is to work toward the fulfillment of human potential and the enrichment of the quality of life for those we serve. The four core values of our YMCA are caring, honesty, respect and responsibility. We expect our members to embrace and model our organizations values.

Discrimination and Harassment: It is the policy of the Association to make membership available to all persons regardless of race, color, religion, sex, age, marital status, sexual orientation, national origin, disability, status as a disabled veteran of the Vietnam era, or financial circumstances without discrimination.

Leaving Children Unattended: Children under the age of 13 must be accompanied by an adult or enrolled in a supervised program while at the YMCA. Non-swimming children must be accompanied by an adult member while in the pool.

Camera phones, audio, video, photography: No photos, audio or video of any type are to be made in locker rooms, pools, or anywhere on the YMCA premises without the consent of YMCA management staff.

Swearing, Abusive or Foul Language: Respect for the rights and sensitivities of others is an important element of maintaining a positive atmosphere at the YMCA. Swearing, abusive or foul language is never appropriate and is not tolerated.

Rude, Disruptive, Threatening or Intimidating Behavior or Communication: Any behavior or communication that is disrespectful, rude, disruptive, threatening or intimidating is inappropriate.

Cell Phone Use: Please use cell phones in a manner courteous to others.

Fighting and Aggressive Behavior: Although emotions can become heated during athletic contests and other YMCA activities, fighting, taunting and other confrontational behavior is unacceptable.

Limited Resources: The YMCA may impose limits on excessive resource usage by members. Limits may be imposed on hot water usage, parking time, number of visits per day, use of equipment, wi-fi in the lobby, etc.

Weapons or Other Dangerous Objects: Members are not permitted to bring onto the premises, or have in their possession while engaging in any YMCA activity, any firearm, stungun, knife, or any other dangerous object or substance that may be used to harm the member or another person.

Illegal Substances or Conduct: Members are not permitted to possess, accept, distribute, engage in or be under the influence of alcohol or any illegal substance while on the premises of YMCA or while participating in any YMCA sponsored activity. Likewise, members are not permitted to engage in illegal conduct (including but not limited to theft) while on or off YMCA premises or while participating in YMCA-sponsored activities.

Safety; Misuse of Facilities and Equipment: Always treat facilities and equipment with respect. Misuse of equipment or facilities or facility policies is prohibited. Members are required to engage in safe conduct.

Tobacco Use: Use of tobacco is prohibited on the YMCA premises.

Rules of Use and Staff Instructions: Members are required to comply with established standards of use and behavior for YMCA premises and YMCA-sponsored activities. Facility use for Y-members is on an individual basis only. Non-YMCA employed trainers, instructors, or therapists are prohibited. Members are also required to comply with requests or instructions of YMCA staff while members are on YMCA-premises or participating in YMCA-sponsored activities.

Right of Refusal: Our membership policy provides for denial of membership to an applicant or termination of a member whose conduct is inconsistent with the YMCA's Standards of Conduct, values and mission. 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.

STANDARDS OF CONDUCT AGREEMENT

As an express condition of my becoming a member of the Ashland Family YMCA, I agree to abide by these standards of conduct and any other additional expectations or directives that the Ashland Family YMCA or its staff may establish from time to time.

The undersigned has read and voluntarily signs this Liability Waiver & Release and Standards of Conduct.