



# Guest Day Pass Agreement

In consideration for membership at the Geneva Lakes Family YMCA, I hereby agree, for myself (and for my children and/or wards, if under the age of 18), as follows:

**Waiver, Release from Liability and Indemnity:** I understand that, in connection with this YMCA membership, I (and my children and/or wards, if under the age of 18) from time to time will enter onto the YMCA premises, will use the facilities and equipment located there, and will participate in athletic and/or sporting events sponsored by the YMCA, and that we hereby agree that we will enter the premises and engage in all such activities at our own risk. I further understand that the YMCA shall not be liable for any damages arising from personal injuries that I (and my children and/or wards, if under the age of 18) may sustain in or about the YMCA premises or as a result of any such activities. I agree to assume full responsibility for any such injuries or damages that may occur and fully and forever release and discharge the YMCA and its officers, directors, trustees, agents, servants, and employees, from any and all liability, claims, demands, damages, rights of action, or causes of action, present or future arising there from, if this Waiver, Release from Liability and Indemnity Agreement is found to be unenforceable under the law of the applicable state, it shall be deemed to be stricken from this Membership Agreement.

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.

**YMCA Not Responsible for Personal Property:** I understand that the YMCA premises are used by YMCA members, their guests and members of the public, and that the YMCA is not responsible for my personal property (or that of my children and/or wards, if under the age of 18), including, without limitation, any personal items that I (or they) might leave in a locker or storage area while engaged in activities at the YMCA.

**Permission to use Photographs:** I hereby give the YMCA, and its employees or agents, permission to take, copyright, use, and publish photographs of or concerning me (and/or my children or wards, if under the age of 18) for purpose of the business of the YMCA, including without limitation, the preparation of promotional materials for the YMCA, including materials prepared for the purpose of fundraising.

**YMCA Refund Policy:** I understand that my YMCA membership is personal to me and to my children or wards if under 18. I acknowledge and agree that my YMCA membership is not transferable to any other person. I agree that if within 30-days from the inception date of my membership I am unsatisfied, after reasonable attempts have been made to satisfy me, I will receive a full refund provided the proper notice as defined in YMCA policies is received within that 30-days. After 30 days I may cancel my membership with proper notice given. Proper notice is a 30-day written cancellation. No proration of dues will be given for membership not used. The joiners fee will not be refunded.

**Code of Conduct:** The Geneva Lakes Family YMCA is committed to providing a safe and welcoming environment for our members and guests. To ensure the safety and comfort of all, we ask individuals to act appropriately at all times when they are in our facility or participating in YMCA programs. We expect persons using the YMCA to behave in a mature and responsible way and to respect the rights and dignity of others. Our Code of Conduct does not permit language or action that can hurt or frighten another person or that falls below a generally accepted standard of conduct. This includes but is not limited to: angry or vulgar language: including swearing, name-calling or shouting; physical contact with another person in an angry or threatening way; any demonstration of sexual activity or sexual contact with another person; harassment or intimidation by words, gestures, body language or any other menacing behavior; behavior which intends to or results in the destruction of property. Members are encouraged to be responsible for their personal comfort and safety and ask any person whose behavior threatens their personal comfort to refrain. Staff are trained and expected to respond to any reported violations of our Code of Conduct. Please do not hesitate to notify a staff person if you need assistance. We want to help. The Executive Director will investigate all reported incidents. Suspension or termination of YMCA membership privileges may result from any violation of the Code of Conduct. I understand the above code of conduct.

**Membership Termination Policy:** I agree that the YMCA has the right to terminate my YMCA privileges anytime if: a) it appears to the YMCA in its sole discretion and judgment that I (and/or my children and/or wards who are under the age of 18 years) are taking actions or doing things that are contrary to the Y's Mission, or; b) it appears to the YMCA in its sole discretion and judgment that I (and/or my children and/or wards who are under the age of 18 years) are involved in criminal acts, or that; c) I (and/or my children and/or wards who are under the age of 18 years) are acting in ways that disrupts the YMCA's operations. d) I (and/or my children and/or wards who are under the age of 18 years) are in direct violation of the Member Code of Conduct.

IN WITNESS WHEREOF, the undersigned executes this Membership Agreement this DATE: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
Signature of Participant or Parent/Legal Guardian if a Date minor (Under 18 Years of Age), or if more than one are listed, on behalf of each of them