

Who shall be eligible to hold a YMCA membership? Any person who supports the purpose may become a member of this organization 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. The YMCA reserves the right to review sex offender registry lists and do criminal background checks on members to ensure a safe environment for all." The YMCA has a zero tolerance Policy when pertaining to certain past criminal convictions, or when a member demonstrates hurtful behavior towards other members or staff. The YMCA reserves the right to regularly review sex offender lists and do background checks on its members. **Initials** _____

Member Health: The applicant(s) represents that he/she is in physically sound condition and understands that participation in group exercise and other exercise, weight training, recreational sports, walking up the stairs, and use of pools, spas, saunas, steam rooms and fitness equipment carry a potential risk of injuries or illness. The applicant further understands that the YMCA of Paterson assumes no responsibility for any such injury or illness. **Initials** _____

Member Conduct and Right to Use the Facility: The applicant(s) agrees to abide by all policies and procedures of the YMCA of Paterson County and its branches; and understands that failure to act in accordance with these rules may result in expulsion from the YMCA and revocation of the membership. **Registered Sex Offenders may not apply to become YMCA members.** **Initials** _____

Property Loss: The applicant(s) understands that the YMCA is not responsible for personal property lost, damaged or stolen while using YMCA facilities, including parking lots, or participating in YMCA programs. **Initials** _____

Photograph Permission: The applicant(s) hereby gives permission for the YMCA to use, without limitation or obligation, photographs, film footage or tape recordings which may include the applicant(s) image or voice for purposes of promoting or interpreting YMCA programs. **Initials** _____

Insurance: The applicant(s) understands that the YMCA does not provide any accident or health insurance for its members or Participants and further understands it is the applicant's responsibility to provide such coverage. **Initials** _____

Medical Treatment: The applicant(s) gives permission for YMCA staff or volunteers to provide emergency medical treatment, and to transport to an emergency center for treatment. Also, the applicant(s) consents to medical treatment deemed immediately **Initials** _____

If under 18 (15-17) fitness center orientation must be completed & parent/legal guardian agrees to ensure teen abide by rules set forth. **Initials** _____

Code of Conduct & Rules of Gym Use received. **Initials** _____

ALL MEMBERSHIPS ARE NON-REFUNDABLE AND NON-TRANSFERABLE **Initials** _____

WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA of Paterson for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA of Paterson, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the YMCA of Paterson for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA OF PATERSON FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA OF PATERSON, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1) THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA OF PATERSON, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA of Paterson, without respect to location.
- 2) THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA of Paterson premises or in any way observing or using any facilities or equipment of the YMCA of Paterson or participating in any program affiliated with the YMCA of Paterson whether caused by the negligence of the releasees or otherwise.
- 3) THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA of Paterson and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA of Paterson.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the state of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT:

Participant Signature _____ Date ____ / ____ / ____

Participant Signature (Parent/Guardian If Under 18) _____ Date ____ / ____ / ____