

MEMBERSHIP AND PARTICIPANT WAIVER

In consideration of membership current or new, or participation in YMCA activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the Grand River Area Family YMCA Association and its branch locations ("the YMCA") and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself, and my spouse, children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in YMCA activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, or property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. **I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees.** My participation in this activity is purely voluntary, and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. **INSURANCE** – It is expressly understood that the YMCA does not insure against, nor accept responsibility for, personal injury or property loss or damage to the participant which may be sustained as a result of his/her participation in any YMCA activity. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. I authorize the YMCA to administer general first aid treatment for any minor injuries or illnesses. If the injury or illness is life-threatening or in need of emergency treatment, I authorize the YMCA as my agent to summon any and all professional emergency personnel to attend, transport, and treat and to issue consent for any X-ray, anesthetic, blood transfusion, medication, or other medical diagnosis, treatment, or hospital care deemed advisable by, and to be rendered under the general supervision of, any licensed physician, surgeon, dentist, hospital, or other medical professional or institution duly licensed to practice in the state in which such treatment is to occur. I agree to assume financial responsibility for all expenses of such care.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. 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 the YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

Activities included but not limited to:

Youth Swim Lessons; Special Needs Swim Lessons; Adult Swim Lessons; Swim Team; Aqua Aerobics; Advanced Aqua Aerobics; Rusty Hinges; Water in Motion; Strength Train Together; Chair Yoga; Silver Sneakers; Cycling; Cycling Express; Yoga; Morning Mix; Cardio 30; Beachbody Turbo Kick, PiYo, and Insanity; Max Fit; Express Lunch Crunch; Ballet Barre; Power Pump; Step Aerobics; Martial Arts; Tai Chi; Gymnastics; Aerial Angels; Volleyball; Basketball; T-Ball; Coach Pitch; Tennis; Track & Field; Flag Football; Tackle Football; Soccer; Weight Loss Challenges; Races; American Red Cross Certification Classes; Egg Hunts; Golf Tournaments; Guest Passes; Day Camp Programs; Backpack Buddies; Y-PALS; Personal Training; Craft and Vendor Expos; Use of the Gyms, Fitness Center, Multi-Purpose Room, Pool, Hot Tub, Sauna, Locker Rooms, Bounce Houses, Parking Lot, and Play Park; Child Watch; Special Events; Cheerleading, Blaze Competitive Cheerleading; and Dance.

The above list is not intended to be and is not exhaustive. There may be YMCA activities the undersigned participates in which are not listed above, but said activities are intended to be and are included in the terms and conditions of this release.

By signing this document, I agree that if I am hurt or my property is lost, stolen, or damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

PHOTO RELEASE - For my participation in activities conducted by the Grand River Area Family YMCA Association and its branch locations, the National Council of Young Men's Christian Associations of the United States of America ("YMCA of the USA") or any of its chartered member associations in the United States (collectively "the Y"), and any collaborating third parties, I consent, now and for all time, to the making, reproduction, editing, broadcasting or rebroadcasting of video film or footage of me, sound track recordings of me, photo reproductions of me, and any narrative account of my experience. My consent includes a perpetual license to the Y and collaborating third-parties for the use of the above materials for publication, display, sale or exhibition in promotions, advertising, education and commercial uses. Use includes reproduction in any form and media currently existing or later conceived, adaptations and/or revisions, throughout the world in perpetuity. I understand and agree there may be no additional compensation for this license, and I will not make any claim for payment of any kind from the Y or collaborating third parties. I may, or may not be, identified in such licensed uses; however, my name will not be used to endorse any particular products or services.

With respect to any of the above uses, I further agree that all works shall belong to the Y; the Y has no duty of confidentiality regarding any licensed uses; the Y shall exclusively own all known or later existing rights to the uses throughout the world; and the Y and collaborating third-parties may use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose without additional compensation to me.

I agree that my consent (photo/audio visual/narratives release) is irrevocable. I hereby release and discharge the Y and collaborating third-parties, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, license grant, uses, or the shared uses of any works or materials referenced herein.

Further, I grant the YMCA permission to send emails and SMS text notifications to my computer, mobile phone, and/or other devices.

Lastly, 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.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. Furthermore, I understand that cancellation of my membership will not void this waiver. **I have read and understood this document, and I voluntarily agree to be bound by its terms.**

Primary Member Signature _____ **DOB** _____ **Print Name** _____ **Date** _____

Spouse Signature _____ **DOB** _____ **Print Name** _____ **Date** _____

In the space below, please provide information for your dependent children and others for whom you are legally responsible for the care of or those unable to manage their own affairs and are to be included on this membership. The entirety of this waiver is binding for the above signees and all individuals listed below.

First Name	MI	Last Name	Birth Date	Gender	Signature (if over the age of 18)

In consideration of the above listed names being permitted membership current or new or to participate in YMCA activities, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor/other or are in any way connected with such participation by minor/other.

Parent Signature _____ **Print Name** _____ **Date** _____



NORTH CENTRAL MISSOURI YMCA

Membership and Participation Registration Form and Waiver

The North Central Missouri YMCA is a non-profit 501(c)(3) community organization. We welcome all who wish to join. For those who qualify, financial assistance for membership and programs is available. Please ask one of our Welcome Center Staff for more information.

Membership Type: _____ Monthly 1 15 Annual

Monthly withdrawals may be canceled by completing a cancellation notice IN PERSON at the YMCA Welcome Center no less than FIFTEEN (15) days in advance of the next scheduled withdrawal. Memberships are non-refundable and non-transferable. A \$5 service fee will be applied to all rejected ACH or debit/credit transactions.

PRIMARY MEMBER			
First Name	Middle Name	Last Name	
Date of Birth	Gender	Employer	
Street Address			
City	State	Zip	Home Phone
Email Address			Cell Phone
SPOUSE			
First Name	Middle Name	Last Name	
Date of Birth	Gender	Employer	
Street Address			
City	State	Zip	Home Phone
Email Address			Cell Phone
EMERGENCY CONTACT			
First Name	Last Name		Phone Number
Relationship			

The applicant(s) agrees to abide by all policies and procedures of the Grand River Area Family YMCA Association and its branch locations; and understands that failure to act in accordance with these rules may result in expulsion from the YMCA and revocation of the membership. 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.

For Office Use Only

Bank Draft Begins: _____	Join Fee	+	\$ _____	Date: _____
Scholarship: Y N	Membership Dues	-	\$ _____	Changes Made: Y N
Corporate Discount: Y N	Corporate Discount	-	\$ _____	Please highlight any changes above!
Employer: _____	Scholarship	-	\$ _____	Anniversary Date: _____
Unit ID #: _____	Total Paid	=	\$ _____	Recorded: Y N
Membership Type: _____	Check/Swipe #		_____	
	Received by:		_____	

YMCA Mission: To put Christian principles into practice through programs that build healthy spirit, mind, and body for all.