



# Ocean Community YMCA

Please fill out **ALL** information, provide photo ID and sign the bottom.

## Guest/Participant/Member Waiver Form

Name: First \_\_\_\_\_ MI. \_\_\_\_\_ Last \_\_\_\_\_ o M o F Age \_\_\_\_\_

Address \_\_\_\_\_ Birth Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ E-mail Address \_\_\_\_\_

Emergency Contact: Name \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Relationship \_\_\_\_\_

Would you like information about joining the YMCA?  Yes  No

### RELEASE AND WAIVER OF LEGAL LIABILITY

**THIS IS YOUR RELEASE AND WAIVER OF LIABILITY** (the "Release"). You individually and on behalf of any minor child, release the Ocean Community YMCA, its officers, directors, board members, employees, volunteers, agents, independent contractors, other participants and/or others acting on its behalf (collectively, "YMCA"). **You agree that this Release is effective immediately.**

**This is important to you and any minor children, so do not sign until you have had your questions answered.** You provide this Release freely, and without duress under the following terms:

- 1) GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS:** I hereby agree for myself and my child and our respective heirs, assigns and legal representatives, to indemnify, defend and hold YMCA and its officers, directors, board members, employees, volunteers, agents, independent contractors and other participants ("Releases") harmless from any and all claim and causes of action of any nature for any and all personal injury or illness, including death, which may occur to my child or which may be aggravated during or by any activity during the course of the program in which I have decide to allow [myself or my child] to engage. I further waive any and all claims or causes of action which I or my child may now or hereafter have against YMCA which may at any time arise as a result of any act or thing occurring in or arising out of [my or my child's] participation. I further expressly understand and agree the foregoing indemnity, release and waiver is intended to be as broad and inclusive as permitted by the laws of the States of Rhode Island and Connecticut and that any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.
- 2) ASSUMPTION OF RISK:** I, individually and/or on behalf of any minor child(ren), expressly and specifically assume any and all risk of injury, illness, death, or property damage resulting from the YMCA. **You assume the risks:** I, individually and on behalf of my minor child(ren), understand that the YMCA activities are strenuous and dangerous. I understand that the activity should be engaged in only by persons in good health. I understand that I should consult a physician before enrolling myself or my child(ren). **Once you sign, you are saying that you understand the risks involved and accept all of the risks.** You acknowledge that the YMCA is a charitable organization and that you are a beneficiary of the YMCA.
- 3) MEDICAL RELEASE:** I, individually or on behalf of any minor child(ren), hereby release YMCA from any claim whatsoever which may arise as a result of any first aid, treatment, or services or assistance provided to me or my minor child(ren) in connection with any injury that arises. **A)** I take full responsibility for my welfare and safety as well as my child(ren). **B)** I hereby give permission for emergency medical treatment to be administered as deemed appropriate.
- 4) INSURANCE:** YOU ARE EXPECTED TO HAVE YOUR OWN HEALTH INSURANCE. You should understand that the YMCA does not carry insurance to cover injuries and losses that may befall you.
- 5) YOUR RELEASE IS COMPLETE.** It discharges YMCA from any liability or claim that you may have with respect to any bodily injury, personal injury or property damage that may result. Your release is complete whether your claim is due to negligence of YMCA or is based on any other legal or other theory whatsoever. In addition, you acknowledge that the YMCA is a charitable organization and that you are a beneficiary of the YMCA.
- 6) SCOPE OF THIS RELEASE.** This Release is intended to be as broad and inclusive as permitted by the laws of the States of Rhode Island and Connecticut. This Release shall be governed by and interpreted in accordance with the laws of the States of Rhode Island and Connecticut. You agree that in the event that any court of competent jurisdiction shall hold any clause or provision of this Release invalid, the invalidity of such clause or provision shall not otherwise affect the remaining clauses or provisions of this Release, which shall continue to be enforceable.
- 7) PHOTOGRAPHIC RELEASE.** I grant the YMCA the right and license to photograph me singly or with others. I understand that my or my child(ren's) image may be recognizable and that YMCA may use this image as it sees fit. I release YMCA from any obligations to me or my heirs or assigns for such photographs, specifically releasing YMCA from any obligation to pay a fee or royalties for any use of your photographic image.
- 8) SIGNATURES.** "Applicant" refers to the individual who is the participant. If there are multiple Applicants from the same family participating in, each must sign individually. If "Applicant" is under the age of 18, either parents or legal guardians must sign "Individually and as Parent and/Legal Guardian".

**HAVING READ, UNDERSTOOD, AND AGREED WITH THESE TERMS, I HAVE EXECUTED THIS RELEASE, TO BE EFFECTIVE IMMEDIATELY.**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**

Photo ID (YMCA Staff complete box)

Type of ID: \_\_\_\_\_ Issuing State/School/Organization: \_\_\_\_\_



## Ocean Community YMCA CODE OF CONDUCT

The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, all individuals are asked to act appropriately at all times when in our facility or participating in our programs.

We expect persons using the YMCA to act maturely, to behave responsibly, and to respect the rights and dignity of others. Our Member's Code of Conduct outlines prohibited action, but the actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities or programs.

- Using or possessing alcohol or illegal chemicals on YMCA property, in YMCA vehicles, or at YMCA-sponsored programs
- Smoking on YMCA property – the YMCA and its property is a smoke-free environment
- Carrying or concealing a weapon or any device or object that may be used as a weapon
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior
- Physical contact with another person in an angry, aggressive, or threatening way
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting
- Sexually explicit conversation or behavior; any sexual contact with another person
- Inappropriate, immodest, or sexually revealing attire
- Theft or behavior that results in the destruction or loss of property
- Loitering within or on the grounds of the YMCA

In addition, The YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics, or intoxicating beverages.

Members and guests are encouraged to take responsibility for their personal comfort and safety by asking any person whose behavior threatens their comfort to refrain from such behavior. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a staff person or the Director on duty.

YMCA staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if assistance is needed.

In order to be able to carry out these policies, we ask that members and guests identify themselves to staff when asked.

The Branch Director will investigate all reported incidents. Suspension or termination of YMCA membership privileges may result from a determination by the Branch Director if in his/her discretion a violation of the YMCA Member's Code of Conduct has occurred.

By signing below, I acknowledge, understand and accept this Code of Conduct

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**Signature**

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**Date**