

ITASCA CO FAMILY YMCA RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT & WAIVER

In consideration of participating in activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the Itasca County Family YMCA and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "the Y"), on behalf of myself and my 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, and 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. 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 the Y 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 the Y 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. 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.
5. 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.
6. 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 the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.
7. 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.
8. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and can be spread from person-to-person contact. The Itasca Co Family YMCA has put in place preventative measures to reduce the spread of COVID-19, however we cannot guarantee that you will not become infected with COVID-19.

By signing this waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating at the Y. I understand the risks of becoming exposed to or infected by COVID-19 or any other communicable disease and I agree to assume all responsibility for any injury, illness or expense of any kind that I may experience or incur in connection with my participation at the Itasca County Family YMCA.

Name: _____ Date: _____

CODE OF CONDUCT

The Itasca County Family YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote this experience, we ask individuals to act appropriately at all times when they are in our facility or participating in our programs.

We expect persons using the YMCA to behave in a mature and responsible way to respect the rights and dignity of others. Our Code of Conduct does not permit any action that can hurt or frighten another person or that falls below a generally accepted standard of conduct. Specifically, this includes:

- Youth must be 10 years of age to be unaccompanied by an adult.
- Angry or vulgar language including swearing, name-calling or shouting.
- Physical contact with another person in any angry or threatening way.
- Inappropriate attire. Appropriate attire must be worn at all times.
- Any demonstration of sexual activity or sexual contact with another person.
- Harassment or intimidation by words, gestures, body language or any other menacing behavior.
- Theft or behavior that results in the destruction of property.
- Carrying or concealing any weapons or devices or objects that may be used as weapons.
- Using or possessing illegal chemicals or alcohol on YMCA property, in YMCA vehicles, or at YMCA sponsored programs.
- Loitering is not permitted in or outside the YMCA.
- The YMCA and its property is a smoke-free environment. Smoking is not permitted in or outside the YMCA.
- Any other conduct of an inappropriate, threatening or offensive nature.

Members and guests are encouraged to be responsible for their personal comfort and safety and ask any person whose behavior threatens their comfort to refrain. If a member or guest feels uncomfortable in confronting the person directly, they should report the behavior to YMCA staff immediately. We want to help!

In order to be able to carry out these Code of Conduct standards, we ask that members and guests identify themselves to staff when asked, including presenting a photo ID.

Suspension or termination of YMCA membership privileges may result from a violation of the Code of Conduct. This will be determined by the director on duty and reviewed by the YMCA Executive Director.

I hereby acknowledge that I have read, understand, and agree to comply with the Code of Conduct standards of the Itasca County Family YMCA.

Signature: _____ Date: _____