



## SOUTHERN BOONE AREA YMCA 24/7 ACCESS POLICY AND WAIVER AGREEMENT

Utilization of 24/7 Access to the Southern Boone Area YMCA requires the signing of this document by each eligible individual who wishes to access the facility after hours. **Please read thoroughly, as failure to abide by any of the policies may result in loss of YMCA 24/7 Access privileges, cancellation of YMCA membership and possibly result in criminal prosecution. These policies are non-negotiable and will be strictly enforced.**

### ELIGIBILITY

All members who are in good standing at the Southern Boone Area YMCA and are 18 years of age or older are eligible for 24/7 Access. No child under 18 years of age is eligible for 24/7 Access.

### SECURITY

The YMCA building and grounds are under 24-hour surveillance and all activities are recorded. For your safety, please use caution when entering or leaving the YMCA facility. A courtesy phone is available at the Welcome Desk if you feel threatened or witness suspicious activity. **DO NOT allow access to people** who knock on the door because doing so may put you at risk for injury or harm and will result in loss of YMCA Membership privileges.

### 24/7 ACCESS POLICY AGREEMENT

1. Member must scan their 24/7 Access Fob to enter the front entrance of the building. Member must pull door closed and may not hold the door open for other persons.
2. Member may not bring in guests. Guests may utilize the facility only during normal hours of operation.
3. Member may not allow anyone else to use their 24/7 Access Fob. The member assumes all responsibility for their Access Fob and must notify the YMCA immediately if it is lost or stolen. Member is not allowed to prop any doors open in the facility.
4. Member agrees that he/she shall not engage in any type of commercial or business activity while using the facility. Member shall not act as a trainer for other members in the facility.
5. Member agrees to contact the YMCA the following day if they observe a "non-emergency" situation or issue. Failure to report any violations may result in the loss of 24/7 Access privileges. A phone is available for 911 calls ONLY.
6. For YMCA staff to properly close the YMCA facility each evening, 24/7 Access members in the Y at the time of close will have to completely exit the front entrance and re-enter with their Access Fob.
7. There is to be no loitering on YMCA property – inside or out!
8. Member agrees to adhere to all YMCA policies regarding appropriate attire, behavior, sanitation, and care of equipment. Use of personal device to broadcast music is prohibited when sharing the facility with other members. Member agrees to be respectful of other members regarding music, language, and use of equipment.
9. Member accepts full responsibility for all personal property brought onto the premises or into the YMCA facility.

**ZERO TOLERANCE: If a member chooses to violate this agreement and/or any of the policies of the YMCA, the YMCA reserves the right to terminate the Member's 24/7 Access privileges, cancel their membership or prosecute for criminal activity. During the period of any such termination, the Member shall not be entitled to a credit for any repayment of dues or other fees due or paid pursuant to this Membership agreement.**

### MEMBER ASSUMPTION OF RISK AND RELEASE

*I understand the risk from YMCA activities and use of any YMCA equipment is significant, including the potential for physical or emotional injury, paralysis or permanent disability, death, and property damage.*

1. *I knowingly and freely assume all such risks, both known and unknown. I acknowledge that this is an unsupervised Fitness Center and I assume all risks associated with using exercise equipment, products and machines as well as exercising alone without the aid of YMCA staff on the premises. In addition, I acknowledge that YMCA activities may include outdoor exposure to additional risks, such as slick surfaces, uneven surfaces, loose rock/gravel, icy/snowy conditions, or other items.*
2. *I hereby release, indemnify, and hold harmless the Southern Boone Area YMCA and its directors and officers, with respect to any and all injury, disability, death, loss or damage to person or property that may arise out of or in connection with use of any of the equipment, products, machines or the facilities of the YMCA, or an incident that occurs while using the facilities, or otherwise related to my membership.*
3. *I expressly agree that this release is intended to be as broad and as inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. The release shall apply to my heirs, assigns, personal representatives and to any other next of kin. I understand the YMCA is relying on this release in agreeing to enter into this Agreement.*

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 represent that I have thoroughly read the policies herein and understand that any failure to adhere to the rules will be grounds for immediate termination of all membership privileges.*
6. *I have read the policies and release of liability and assumption of risk agreement, fully understand its terms and that I have given up substantial rights by signing it, and sign it freely, voluntarily, and forever without any inducement. By signing this document, I agree that if I am hurt or my property is damaged during my participation, then I may be found by a court of law to have waived my right to maintain a lawsuit or any charges against the parties being released on the basis of any claim for negligence.*

**TERMS AND CONDITIONS**

*I hereby confirm that I am aware of and agree to the Terms and Conditions of the 24/7 Access Policies and Member Assumption of Risk and Release. I also understand that the YMCA may update this document at any time and deactivate member use if the member does not sign the updated document. I further understand and agree that it is my responsibility to provide any changes to my contact information below. I understand an emailed copy of the 24/7 Access Policies and Release Agreement will be sent to the address I provide below.*

\_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Birthdate \_\_\_\_\_

Age \_\_\_\_\_ Cell Phone \_\_\_\_\_ Email Address \_\_\_\_\_

**This agreement must be completed fully in order to be processed.  
Any agreements completed during the weekend will not be processed until the next business day.**

-----Office Staff Only-----

YMCA Member ID# \_\_\_\_\_

24-Hour Access Card # \_\_\_\_\_

Card Activated

Fee added to Active

Membership Director \_\_\_\_\_ Date \_\_\_\_\_