

O'Brien / YMCA Partnership Membership Application

IN PARTNERSHIP

| Location: O Benton F | larbor-St. J | oseph YMCA | Niles-Buchar | nan YMCA 🔵 South B | end-Mishaw | aka YMCA | | |
|-----------------------------|-----------------|----------------|------------------|--------------------|------------|----------|--------------|----------------|
| Adult Primary Memi | ber | | | | | | | |
| First Name | | | Last Name | | | | Age — | |
| Address | | | | | | | | |
| City | | | | _ State | Z | ip | | |
| Primary Phone | Secondary Phone | | | | | | | |
| Email | mail | | | Birthday | | Gender | \bigcirc M | ○ F |
| Employer | Employer Phone | | | | | | | |
| Emergency Contact | | | | Phone | | | | |
| Spouse or 2nd Adult | t Must resid | de in same hou | sehold. Proof of | address required. | | | | |
| First Name | Last Name | | | | Age | | | |
| Phone | Email | | | | | | | |
| Birthday | | | | | | Gender | \bigcirc M | ○ F |
| Employer | | | | Employer Phone | | | | |
| Emergency Contact | | | | Phone | | | | |
| Dependant Children | Up to 19 y | ears of age | | | | | | |
| Name | Age | Birthday | Gender | Name | Age | Birthday | Ge | nder |
| | | | _ O M O F | | | | O M | 1 O F |
| | | | _ O | | | | O M | l \bigcirc F |
| | | | _ O M O F | | | | O M | 1 O F |
| VMCA of Greater Mi | chiana Cad | la of Candust | | | | | | |

YMCA of Greater Michiana Code of Conduct

- Resolve conflicts in a respectful, honest and caring manner; never resort to physical contact, verbal abuse, or threatening gestures.
- Speak in respectful tones and refrain from the use of vulgar/derogatory comments or profanity.
- Respect others by refraining from intimate behavior in public; abstain from contact of a sexual nature.
- · Respect the property of others; never engage in theft or destruction.
- Create a safe, caring environment; never carry firearms or weapons on YMCA premises.
- Participate in programs to build a healthy spirit, mind, and body. For participant's safety, never engage in the use, sale, dispense, possession, or appear to be under the influence of illegal drugs, narcotics, or the unsanctioned use of alcohol on YMCA premises. This includes marijuana.
- Prohibit anyone convicted of a crime involving child abuse or sexual abuse, or anyone listed on the National Sex Offender List to participate under my membership.
- Abstain from the use of tobacco products, including vaping, in the facility or on the property.

| Signature | Date |
|-----------|------|
| 5 | |

| Billing Inform | mation Monthly | | | | |
|--------------------|--|--|---------------------|---|------------------|
| Checking | Voided Check or Bank Savings | | | Master Card O Disc | |
| | er(s) | | | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | |
| _ | per | | | XXXX–XXXX–XXXX– | |
| Last 4 digits o | of account number | | Expiration Da | te/ | _ |
| Billing Conta | ct if different from prir | mary member | | | |
| Name | | | Phone | | |
| Additional Page 1 | ayment Options Paym | nent due upfront. Fees ar | re non-refundable. | | |
| O Quarterly | O Semi-Annual | Annual | | | |
| O Payroll Dec | duct - Separate form; so | elect employers only. | Employer | | |
| Community ou | ns will support youth pr utreach efforts, and mo ke to support the Y's | rogramming for those more. sefforts by contributing stop when member term | ng to the annual ca | mpaign. | water safety, |
| Monthly Dor | nation | | One Time Donat | ion | |
| O\$1 O\$3 | ○ \$5 ○ Other \$ | | Amount \$ | Cash/Check | Card/EFT on file |
| of Greater Mic | hiana to use the acco | authorized account ho ount listed for my mem | bership, program f | ees, and donations. | |
| Signature | | | | Date | |
| OFFICE USE ONLY | Desk Staff | ○ Picture Taken ○ Co Date | N | lembership Type | |
| OF | | Employer Discount % | | nit ID | |
| | O VMCA of Greate | ar Michiana Employee / D | lonartment | | |

Electronic Funds Transfer Agreement (please initial each line)

By initialing each paragraph and signing this EFT Agreement I/we are allowing the YMCA of Greater Michiana ("YMCA") to electronically withdraw or otherwise electronically access and obtain funds to pay recurring membership charges using the payment method(s) and source(s) selected above. I/we understand and agree that the YMCA will electronically withdraw or otherwise electronically access and obtain funds for recurring charges on the 10th day of each month, or shortly thereafter, and immediately for one-time charges for programs fees.

| I/we represent and warrant that the billing information provided above is accurate. I/we understand and agree that I/we shall hold harmless and indemnify the YMCA for any liability imposed upon or expense incurred by the YMCA for breach of this representation and warranty. |
|--|
| I/we are responsible to provide written cancellation or change requests for my/our membership charges prior to the first day of the month it is to take effect. The YMCA will not automatically terminate membership or refund membership charges because of non-use of the YMCA facilities or services. |
| I/we are responsible for payment of all amounts incurred for membership charges or program fees while my our membership is active or if my/our cancellation request is provided after the 1st of the month. |
| The YMCA has the right to adjust my/our membership charges after providing 60-day written notice. |
| The YMCA will attempt to collect declined membership charges from a credit/debit card up to 3 times. A \$15 late fee will be applied and your membership will be suspended if not paid by the end of the month for which the charges are incurred. |
| Non-sufficient funds available from electronically accessed checking/savings accounts will have a \$15 NSF fee added and returned checks will have a \$20 NSF fee. In either case, your membership will be suspended if not paid by the end of the month for which the charges are incurred |
| If my/our membership is inactive for more than 30 days, I/we may be subject to pay a join fee when reactivating. |

Release, Indemnification, and Hold Harmless Agreement

In consideration of participating in recreational or other activities, and for other good and valuable consideration, I/we on my/ our behalf and on behalf of my/our minor child, children, ward, or wards (hereinafter referred to as the "Minor") release, waive and discharge and covenant not to sue the YMCA or any of its branches, and its directors, officers, employees, agents, sponsor, organizer, owner, lease, including any individual who is paid or volunteers to coach or assists in conducting recreational or other activities at or under the direction of the YMCA (hereinafter referred to as the "Releasees") from all liability to the undersigned or to the Minor and all their personal representatives, assigns, heirs, and next of kin for any loss or damage of any kind or nature whatsoever, economic or noneconomic, and any claim or demands therefore on account of personal injury, including death, sustained by the undersigned or the Minor and damage to or loss of property whether caused by the inherent risks of the recreational or other activity or by the negligence of the Releasees while the undersigned or the Minor is in, upon, or about the Releasees' premises or any facilities or equipment therein or during participation in any program or activity sponsored by, organized by, or affiliated with the YMCA. I/we on my/our behalf and on behalf of the Minor agree to indemnify and hold harmless Releasees from any and all such claims and should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I/we agree to indemnify and hold them harmless for all such fees and costs.

1. I/we acknowledge that participation in any and all recreational and other YMCA activities involves inherent risks, both known and unanticipated, which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. I/we understand risks cannot be eliminated, despite the use of due care including safety

equipment, without jeopardizing the essential qualities of the activity.

- 2. I/we on my/our behalf and on behalf of the Minor expressly accept and assume all of the risks inherent in any and all recreational and other YMCA activities or that might have been caused by the negligence of the Releasees. My/our and the Minor's participation in this activity is purely voluntary, and I/we and the Minor elect to participate despite the risks. In addition, if at any time I/we on my/our behalf and on behalf of the Minor believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I/we on my/our behalf and on behalf of the Minor will immediately discontinue participation.
- 3. I/we warrant and represent on my/our behalf and on behalf of the Minor that I/we on my/our behalf and on behalf of the Minor have adequate health insurance and liability insurance to cover the expenses incurred for the care, treatment and rehabilitation from any injury or damage I/we or the Minor may suffer or cause while participating in YMCA activities, or else I/we agree to bear the costs of such injury or damage. I/we further represent that I/we and the Minor have no medical or physical condition which could interfere with my/our or the Minor's safety in this activity, or else I/we are willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit, I/we on my/our behalf and on behalf of the Minor agree to do so in the state where Releasees' facility is located, and I/we further agree on my/our behalf and on behalf of the Minor that the substantive law of that state shall apply.

I/we agree on my/our behalf and on behalf of the Minor that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I/we understand and agree on my/our behalf and on behalf of the Minor that if I/we or the Minor are injured or my/our or the Minor's property is damaged during my participation in this activity, then I/we and the Minor may be found by a court of law to have waived my/our right to maintain a lawsuit against the parties being released.

I/we on my/our behalf and on behalf of the Minor have had sufficient time to read this entire document and, should I/we on my/our behalf and on behalf of the Minor choose to do so, consult with legal counsel prior to signing. Also, I/we on my/our behalf and on behalf of the Minor 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/we on my/our behalf and on behalf of the Minor 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. I /we on my/our behalf and on behalf of the Minor have read and understood this document and I/we on my/our behalf and on behalf of the Minor agree to be bound by its terms.

| Adult 1 Signatur | 2 | Print Name | | |
|---------------------------------------|--|-------------------------------|----------|--|
| Adult 2 Signatur | B | Print Nam | e | |
| Address | City | State | Zip | |
| Phone | Dat | re | | |
| Parent or guardian additional | agreement Must be completed for p | participants under the age of | 18 | |
| participate in this activity, I/we fo | urther agree to indemnify and hold hany way connected with such particip | armless Releasees from any cl | <u> </u> | |
| Parent/Guardian | Signature | Date | | |