the	YMC Non-Membe	A of Gr er Infor		on	She	et
<b>Location:</b> O Benton Harbor-St. Joseph YMCA	O Niles-Buchanan YMCA	O South Bend-	Mishawaka	YMCA		
Visit Type						
O Extended Guest Pass Length:	O Gue	est Pass	\$			
<ul> <li>Away Member Home Y:</li> <li>Try the Y Card</li> </ul>	() Nor	n-Member	Registered	l:		
Adult #1						
First Name	Last Name					
Birthday	Gender	Phone				
Address						
City	State		Zip			
Email	Employer					
Adult #2						
First Name	Last Name					
Birthday Gender	Phone		Employer			
<b>Dependant Children</b> Up to 19 years of age						
Name	Birthday			Gender	Ом	() f
Name						
Name	Birthday			Gender	Ом	() f
Name	Birthday			Gender	Ом	() f
Emergency Contact						
Name	Relationship		Phone			

## 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 \_\_

## Release, indemnification, and hold harmless agreement

In consideration of participating in Physical and other activities, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of Greater Michiana 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 children, spouse, parents, heirs, assigns, personal representative and estate, and also agree as follows:

- 1. I acknowledge that participating in any and all physical activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. I understand 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.
- 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 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 t 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 participation 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. 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.

By signing this document, I agree that if I am injured or my property is 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.

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. I have read and understood this document and I agree to be bound by its terms.

Adult 1 Signature	Print Name
Adult 2 Signature	Print Name

## **Parent or guardian additional agreement** *Must be completed for participants under the age of 18*

In consideration of \_\_\_\_\_\_ (print minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

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

Date

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