

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on July 20, 2020, to be effective as of July 20, 2020 (the “Effective Date”), by and between the City of South Bend, Indiana (inclusive of its departments, commissions, boards, employees, officers and agents), acting by and through its Board of Park Commissioners (the “City”), and the YMCA of Greater Michiana, Inc., a Michigan nonprofit corporation, with corporate offices at 905 North Front St, Niles, MI 49120 (“YMCA”) (each a “Party” and collectively the “Parties”).

Definitions

O’Brien: O’Brien Fitness Center, a facility owned by the City and under management by the City’s Venues, Parks & Arts Department, located at 312 E. Walter Street, South Bend, IN 46614

VPA: Venues Parks & Arts, a Department within the City with offices at 219 S. St. Louis Blvd South Bend, IN 46617

BPC: Board of Park Commissioners, legislated governing body of VPA.

Recitals

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Reciprocal Member Benefits: On the Effective Date of this MOU, the following membership benefits will be extended to all individuals who hold an active membership at the O’Brien and the YMCA facility located in South Bend, Indiana as of the Effective Date:
 - a. Unlimited access to the O’Brien, including all programs and amenities including but not limited to the workout & cardio room, group fitness classes, open gym, pickleball, rock climbing, child watch, and saunas.
 - b. Access to most YMCA’s nationwide, including the Niles/Buchanan YMCA branch.
 - c. Discounts for YMCA and VPA Youth Programs, including camps and basketball league. Discount amounts may be changed by providing 45 days’ prior written notice to O’Brien and YMCA members.
 - d. Discounts at Erskine & Elbel golf courses. Discount amounts may be changed by providing 45 days prior written notice to O’Brien and YMCA members.

2. Relationship of the Parties and Coordination: Nothing in this MOU shall be construed as creating a partnership, joint venture or agency relationship between the Parties or, except as otherwise expressly provided in this MOU, as granting either Party authority to bind or contract any obligation in the name of or on the account of the other Party or to make any statements, representations, warranties or commitments on behalf of the other Party. All persons employed by a Party shall be employees of such Party and not the other Party and all costs and obligations incurred by reason of any such employment shall be for the account and expense of such Party.

- a. The Parties will make mutually agreeable decisions on membership rates, class schedules, operating hours, marketing, promotions, and all other general operational logistics.
 - b. YMCA representatives will be in charge of membership services, including but not limited to front desk (e.g., member check-in process), membership registration, child watch, and member communications.
 - c. City representatives will take the primary lead on fitness center floor, gym, and fitness class operations.
 - d. City will commit to routine cleaning & maintenance of the O'Brien as well as the operation of all major building systems.
 - e. Employees, volunteers, or agents of the YMCA may be assigned to work at the O'Brien. YMCA will provide training, instruction, and supervision of their employees, volunteers, or agents.
3. Limitation of Liability: The City and the YMCA waive and release all claims against each other for consequential, special and exemplary damages caused by, related to or arising out of this MOU. The Parties mutually waive and release each other from all claims of damages for: sanctions; punitive, exemplary or special damages.
4. YMCA may, at no cost to the City, install or relocate fitness and exercise equipment to the O'Brien. In doing so, the YMCA agrees to ensure that the equipment is in good working condition and safe for public use in a commercial fitness operation. The YMCA agrees to repair, at the YMCA's sole expense, any damage to the O'Brien caused by YMCA's installation of equipment at the O'Brien.
5. YMCA agrees and undertakes to indemnify and hold the City its respective agents, employees, successors, and assigns, harmless from any liability, loss, costs, damages or expenses, including reasonable attorneys' fees, that the City may suffer or incur as a result of any claims or actions brought by any person or entity which are directly caused by the sole negligence of the YMCA in the performance of its obligations under this MOU. If any indemnifiable action is brought against the City its respective agents, employees, successors, or assigns, YMCA agrees to defend such action or proceedings at its own expense and to pay any judgment rendered therein. The

YMCA shall have the right to use the counsel and consultants of its choosing in defense of any claim for which YMCA provides indemnification under this Section 5, to the extent not covered by a policy of insurance provided by the YMCA.

6. YMCA, at the YMCA's sole expense, shall maintain during the term of this MOU commercial general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. The YMCA agrees to include the BPC and the City as additional insureds on any such policy and produce to the City a certificate of insurance evidencing the same. In the event there is a claim against the City that is covered by the commercial general liability insurance provided by the YMCA under this Agreement, the YMCA hereby grants the City first priority on any proceeds received from the YMCA's insurance with respect to said claim. Notwithstanding anything in this MOU to the contrary, neither the YMCA nor the City waive any governmental immunity or liability limitations available to them under Indiana law.
7. YMCA will, at its own cost, operate and maintain a membership registration software. All users of the O'Brien / YMCA facility will be registered through this software. City retains rights to access to the user database for any and all reasons during the term of this MOU and for a period of thirty (30) days after the expiration or early termination of this MOU.
8. The Parties will ensure that all members, whether day-pass or full-time members, agree to all participation forms and policies incorporated herein as Exhibits A-E, as amended and updated from time-to-time by agreement of the Parties.
9. The Parties will jointly work together on planning and financing of any major capital investments.
10. The Parties will actively work together to pursue private funding opportunities, including but not limited to grants and sponsorships. Proceeds generated from these funding opportunities will be used according to any grant or sponsorship requirements and agreement as mutually decided upon by the Parties. Upon expiration or termination of this MOU, any jointly secured funding proceeds will be divided as agreed to by the Parties.
11. Operational Revenue Sharing:
 - a. For the remainder of the 2020 calendar year:
 1. all revenues that originate from previous O'Brien members shall be solely retained by the City.
 2. all revenues that originate from previous YMCA members shall be solely retained by the YMCA.
 3. All revenues that originate from members who were not previously affiliate either O'Brien or YMCA will be shared 50/50 by the Parties.

b. Commencing January 1, 2021:

1. By January 15 of each calendar year, throughout the term of this MOU, management from each Party will determine reasonable overhead and operational expenses and work to determine an appropriate revenue sharing model to equitably reimburse costs to the fullest extent possible. Any revenues that exceed operational expenses shall be used for mutually agreeable capital projects at O'Brien. Any such revenues will reside within the Venues Parks & Arts Foundation and Parties agree the proceeds will be reserved solely for capital projects at O'Brien.
12. Membership Rates: Proposed membership rates under this MOU for the partnership, effective September 1st, are included as Exhibit F. Rates will be periodically updated, as approved by the governing board of both Parties, to serve the needs of the community and the business operation. Parties agree to honor mutually agreed upon existing and new corporate partnerships in addition to wellness programs (i.e. Silver Sneakers). Parties will additionally agree to commit to a financial assistance program which ensures no individual or family will be denied access due to an inability to pay. Exhibit G includes the current scholarship information.
13. Term of MOU: This MOU shall be effective as of the Effective Date and shall expire 36 months from the Effective Date. Either party may terminate this MOU for any reason or no reason at all, by providing the other Party with 90 days' prior written notice.
14. Legal/Liability/disputes: This MOU sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them. This MOU may be amended only by separate writing, signed by authorized representatives of both Parties. This MOU will be construed and interpreted according to the laws of the State of Indiana, and any dispute arising out of this MOU or otherwise concerning a Party's performance under this MOU or the validity or enforceability of any term (including this Section 13), shall be submitted to arbitration before a single arbitrator mutually agreed to by both Parties and processed in accordance with the Commercial Rules of the American Arbitration Association (hereinafter "AAA"). Any arbitration hearings shall be held in St. Joseph County, Indiana. The decision of the arbitrator shall be rendered in a reasoned, written opinion, based on the applicable law and facts, and shall be final and binding upon the Parties. Rights under this Section 13 and any decision of the arbitrator shall be enforceable solely in any court of competent jurisdiction in the State of Indiana. Each Party shall bear its own attorney, expert and other fees and costs incurred in any arbitration or court proceedings, except that the Parties shall equally share the fees and costs of the arbitrator and the AAA. In the course of arbitration proceedings, the Parties shall have the rights to representation of counsel, pre-hearing discovery including depositions, requests for production of documents and interrogatories, all

under the supervision of the arbitrator. The arbitrator shall have the power to order discovery and issue and enforce subpoenas for records and witness appearances at depositions and hearings as provided under the Indiana Court Rules. The arbitrator shall have no power to add or to subtract from or modify any of the terms of this MOU.


15. Operating Policies and Procedures: The City agrees to operate the O'Brien using the YMCA Best Practices manual as a minimum standard of business operations, to the extent that the YMCA Best Practices manual does not conflict with any City or State ordinances, laws, regulations and rules applicable to O'Brien business operations. Parties will collectively evaluate manual on a consistent basis to meet the mutual interests of O'Brien users and staff.

[Signatures appear on the following page]

IN WITNESS WHEREOF, this MOU has been executed effective as of the date first appearing above.

**YMCA OF GREATER MICHIANA,
INC.**

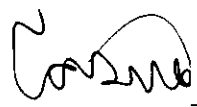
**CITY OF SOUTH BEND, INDIANA
BOARD OF PARK COMMISSIONERS**



Mark Weber

Its: Chief Executive Officer

Mark Neal, President



Consuela Hopkins, Vice President


Aimee P C Buccellato

Aimee Buccellato, Member

Aimee Buccellato, Member



Dan Farrell, Member

ATTEST: 

Eva Ennis, Clerk

Exhibit A.



IN PARTNERSHIP

O'Brien / YMCA Partnership Membership Application

Adult Primary Member

First Name _____ Last Name _____ Age _____

Address _____

City _____ State _____ Zip _____

Primary Phone _____ Secondary Phone _____

Email _____ Birthday _____ Gender M F

Employer _____ Employer Phone _____

Emergency Contact _____ Phone _____

Spouse or 2nd Adult *Must reside in same household. Proof of address required.*

First Name _____ Last Name _____ Age _____

Phone _____ Email _____

Birthday _____ Gender M F

Employer _____ Employer Phone _____

Emergency Contact _____ Phone _____

Dependant Children Up to 19 years of age

Name	Age	Birthday	Gender	Name	Age	Birthday	Gender
_____	_____	_____	<input type="radio"/> M <input type="radio"/> F	_____	_____	_____	<input type="radio"/> M <input type="radio"/> F
_____	_____	_____	<input type="radio"/> M <input type="radio"/> F	_____	_____	_____	<input type="radio"/> M <input type="radio"/> F
_____	_____	_____	<input type="radio"/> M <input type="radio"/> F	_____	_____	_____	<input type="radio"/> M <input type="radio"/> F

O'Brien / YMCA Partnership 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 _____

Billing Information *Monthly*

Bank Draft - *Voided Check or Bank Verification Needed*

Checking Savings

Account Holder(s) _____

Routing Number _____

Last 4 digits of account number _____

Credit/Debit

Visa Master Card Discover

Card Holder _____

Card Number XXXX-XXXX-XXXX-_____

Expiration Date _____ / _____

Billing Contact *if different from primary member*

Name _____ Phone _____

Additional Payment Options *Payment due upfront. Fees are non-refundable.*

Quarterly Semi-Annual Annual

Payroll Deduct - *Separate form; select employers only.* Employer _____

Support Your Y

Your donations will support youth programming for those most in need, after school programs, outreach water safety, community outreach efforts, and more.

Yes, I'd like to support the Y's efforts by contributing to the annual campaign.

Billed to card/EFT on file. Donations stop when member terminates unless otherwise noted.

Monthly Donation

\$1 \$3 \$5 Other \$ _____

One Time Donation

Amount \$ _____ Cash/Check Card/EFT on file

As the primary adult member(s)/or authorized account holder(s), I agree to the above terms and authorize the YMCA of Greater Michiana to use the account listed for my membership, program fees, and donations.

Signature _____ Date _____

Signature _____ Date _____

**OFFICE
USE ONLY**

Raptor Check Picture Taken Code of Conduct Signed Waiver Signed ID Checked

Desk Staff _____ Date _____ Membership Type _____

Corporate Employer Discount % _____ Unit ID _____

YMCA of Greater Michiana Employee / Department _____

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, City of South Bend, 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 / City of South Bend (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 or City of South Bend. 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 Signature

Print Name

Adult 2 Signature

Print Name

Address _____ City _____ State _____ Zip _____

Phone _____ Date _____

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

In consideration of _____ (print the Minor's name(s)) being permitted to participate in this activity, I/we further agree to indemnify and hold harmless Releasees from any claims which are brought by or on behalf of the Minor or are in any way connected with such participation by the Minor.

Parent/Guardian Signature

Date

Exhibit B.



IN PARTNERSHIP

O'Brien / YMCA Partnership Membership Change Form

Please note: All changes must be made before the 1st of the month.

Name _____ DOB _____

Phone _____ Email _____

Address _____

Only update address if you've moved in the last three years.

Add/Remove Member

Current Membership Type _____ New Membership Type _____

Name _____ Birthday _____ Male / Female Add / Remove

Name _____ Birthday _____ Male / Female Add / Remove

Name _____ Birthday _____ Male / Female Add / Remove

New Monthly Draft \$ _____

— OR —

Update Billing

Bank Draft - Attach voided check

Checking Savings

Last 4 digits of account number _____

Routing Number _____

Credit/Debit

Card Holder _____

Last 4 digits of card number _____

Expiration Date _____ / _____

I understand and agree to: *(please initial each line)*

_____ This EFT agreement allows the YMCA of Greater Michiana to automatically charge my account on the 10th of each month, or shortly thereafter for membership, or immediately for one time fees associated with programs.

_____ I understand that the YMCA of Greater Michiana membership fees will continuously withdraw from my account each month until written cancellation is received. All cancellations are pending current months payment.

_____ Cancellation of membership must be given in writing by the primary member or account holder. I will be responsible for all balances prior to the termination date. Non-usage does not mean automatic cancellation.

_____ The YMCA of Greater Michiana has the right to increase membership fees with a 60-day written notice.

_____ Declined credit cards for membership fees will be attempted up to 3 more times through our collection department. Bank drafts/EFT returns will have a \$15 return fee. Returned checks will have a \$20 return fee. All memberships not paid by the 25th of the month will be charged a \$15 late fee and will be suspended. Memberships inactive for more than 30 days will be subject to the joiner fee.

Signature _____ Date _____

**OFFICE
USE ONLY**

Desk Staff _____ Member ID _____ Date _____

Exhibit C.



O'Brien / YMCA Partnership Membership Hold Form

IN PARTNERSHIP

Please note: All changes must be made before the 1st of the month.

Membership Hold Policy: We will draft \$10 a month while your membership is on hold. Exceptions are for seniors (65+) and those with medical reasons. If your membership is terminated you will be subject to a join fee. Hold status will go into effect on the first of the next month.

Date: _____

Is your hold due to medical reasons?

- Yes - please attach proof No

Contact Information for Duration of Hold Status

- Permanent address Temporary address - *travel/seasonal holds*

Primary Member _____

Address _____

City _____ State _____ Zip _____

Email _____ Phone _____

Hold Start Month _____ Next Billing Month (resumes) _____

I acknowledge that:

- Minimum hold time is 1 month
- Memberships put on hold will be drafted \$10/month
- Hold for seniors (65+) and for medical reasons will *not* be charged a monthly hold fee

Signature _____ Date _____

**OFFICE
USE ONLY**

Desk Staff Initial _____ Member ID _____ Final Draft _____

Exhibit D.



IN PARTNERSHIP

O'Brien / YMCA Partnership Membership Discontinuation Form

You will be made inactive after the last day of the current month. You're welcome to utilize full membership benefits until then. This month's payment will draft on the 10th.

DATE: _____

Primary Member _____

Address _____

City _____ State _____ Zip _____

Email _____ Phone _____

Check here if you are enrolled in payroll deduction. Company _____

Check here if you would like to **keep** your monthly donations to our annual campaign.

Reason for Discontinuation

- Dissatisfied We value your feedback. Please let us know how we can improve below in the comments.
- Financial Did you know we offer financial assistance?
- Seasonal Did you know you can put your membership on hold?
- Medical Did you know you can put your membership on hold?
- Moving/Relocating We're sad to see you go. Let us know if we can help you locate a YMCA in your area!
- Non-Use/Time We get it – life gets busy sometimes. We will be here when you are ready to get back at it!
- Joined Another Facility We're sorry to see you go, but we're glad to see you continue to improve your health. Let us know what we can do to change your mind in the comments.

New facility: _____

Feedback/Comments:

I understand that I am responsible for the current month's membership dues and any outstanding balances.

Signature _____ Date _____

**OFFICE
USE ONLY**

Desk Staff _____ Member ID _____ Final Draft _____

Exhibit E.



IN PARTNERSHIP

O'Brien / YMCA Partnership Non-Member Information Sheet

DATE: _____

Visit Type

- Extended Guest Pass Length: _____ Guest Pass \$ _____
- Away Member Home Y: _____ Non-Member Registered: _____
- Try the Y Card

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 _____

Dependant Children *Up to 19 years of age*

Name _____ Birthday _____ Gender M F
 Name _____ Birthday _____ Gender M F
 Name _____ Birthday _____ Gender M F
 Name _____ Birthday _____ Gender M F

Emergency Contact

Name _____ Relationship _____ Phone _____

O'Brien / YMCA Partnership 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 O'Brien / 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 O'Brien / 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 City of South Bend 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.
3. 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 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 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 _____

**OFFICE
USE ONLY**

- Raptor Check
 Picture Taken
 Code of Conduct Signed
 Waiver Signed

Exhibit F.

A NEW EXPERIENCE AWAITS











A new partnership between the O'Brien Fitness Center and the YMCA of Greater Michiana combines two of our community's greatest assets into one membership opportunity.

OVER 50 FITNESS CLASSES WEEKLY
INCLUDING REEBOK'S LES MILLS SIGNATURE CLASSES!

MEMBER BENEFITS INCLUDE

- Unlimited group fitness classes including spin, yoga, Zumba and more
- Free childwatch
- Rock wall, pickleball, open gym
- Personal trainer sessions
- Access to most YMCAs nationwide
- Discounts at Erskine and Elbel Golf Courses, YMCA and VPA camps and more
- New locker rooms & facility upgrades
(coming late 2020)

LEARN MORE AT SBVPA.ORG/OBRIEN

OLD O'BRIEN RATES		NEW O'BRIEN RATES	
\$45	ADULT RATE + unlimited class pass (\$25 + \$20)	 ADULT RATE + unlimited classes (\$40 + included)	\$40
\$50	TWO ADULTS (\$25 each)	 COUPLES RATE	\$50
\$40	SENIOR RATE + unlimited class pass (\$20 + \$20)	 SENIOR RATE + unlimited classes (\$35 + included)	\$35
\$46	TWO SENIORS + TWO CLASSES (\$40 + \$6)	 SENIOR COUPLE + unlimited classes (\$45 + included)	\$45
\$25	NO TEEN RATE (\$25 adult rate)	 TEEN RATE	\$20
\$45	NO YOUNG ADULT RATE + unlimited class pass (\$25 + \$20)	 YOUNG ADULT RATE + unlimited classes (\$30 + included)	\$30
\$67	HOUSEHOLD RATE + FOUR CLASSES (\$55 + \$12)	 HOUSEHOLD RATE + unlimited classes (\$60 + included)	\$60
\$67	HOUSEHOLD RATE + FOUR CLASSES (\$55 + \$12)	 SINGLE-PARENT HOUSEHOLD RATE + unlimited classes (\$48 + included)	\$48

The new membership will continue to accept Silver Sneakers, United Health Programs, City of South Bend, St. Joseph County, and South Bend School Corporation. In line with the Y's current financial assistance program, no child or family will be denied access to programs due to inability to pay.

Rates effective September 1, 2020.

Exhibit G.



IN PARTNERSHIP

O'Brien / YMCA Partnership Financial Assistance Application

Membership Type: Individual Couple Household

Please note: This application requires the income of everyone in the household, including those not on the membership. We cannot accept \$0 income. Incomplete paperwork or income requirements may delay your assistance process. SNAP or Cash Assistance through the Department of Human Services is an instant approval of 45%. Include pages 1 & 2 with application.

Adult #1

Full Name _____

Address _____

City _____ State _____ Zip _____

Date of Birth _____ Phone _____

Current Status Employed Student Retired SS/Disability

Last 12 Months of Employment (Include additional employers on separate sheet)

Employer _____ Start Date _____ End Date _____

Employer _____ Start Date _____ End Date _____

Are you currently a student? Yes No *If yes, class schedule & loan/grant income is required with this application.*

Are you currently employed? Yes No *If no, why?* _____

Fill in each section that applies to you:

Salary \$ _____ Cash Assistance \$ _____ Food Stamps \$ _____

Unemployment \$ _____ Pension/Retirement \$ _____ Other \$ _____

SSI/Disability \$ _____ Child Support/Alimony \$ _____

Please attach proof of monthly gross income, last federal tax return filed with W2, and if self-employed, Schedule C tax return.

Adult #2

Full Name _____

Date of Birth _____ Phone _____

Current Status Employed Student Retired SS/Disability

Last 12 Months of Employment (Include additional employers on separate sheet)

Employer _____ Start Date _____ End Date _____

Employer _____ Start Date _____ End Date _____

Are you currently a student? Yes No *If yes, class schedule & loan/grant income is required with this application.*

Are you currently employed? Yes No *If no, why?* _____

Continued on next page.

Adult #2 Continued

Fill in each section that applies to you:

Salary	\$ _____	Cash Assistance	\$ _____	Food Stamps	\$ _____
Unemployment	\$ _____	Pension/Retirement	\$ _____	Other	\$ _____
SSI/Disability	\$ _____	Child Support/Alimony	\$ _____		

Please attach proof of monthly gross income, last **federal** tax return filed with W2, and if self-employed, Schedule C tax return.

Additional Adult(s) 18+

Residing in same household. Please attach proof of residency & income. Additional adults are required to pay a monthly add-on fee unless they are a full-time student under 24 years old. Proof of class schedule required for students.

Name _____ DOB _____ M/F _____

Current Status Employed Student Retired SS/Disability

Name _____ DOB _____ M/F _____

Current Status Employed Student Retired SS/Disability

Dependents (0-17 years old)

Residing in same household. Need proof of filed tax returns or school records. (Include additional dependents on separate sheet)

Name _____ DOB _____ Age _____

School/Grade _____ Child Support \$ _____ SS/Disability \$ _____

Name _____ DOB _____ Age _____

School/Grade _____ Child Support \$ _____ SS/Disability \$ _____

Name _____ DOB _____ Age _____

School/Grade _____ Child Support \$ _____ SS/Disability \$ _____

Please use this space to include any other factors that we should take in consideration in evaluating your request

I certify that the information I have provided is true and complete to the best of my knowledge. I agree to notify the YMCA if my financial status should change. I understand that inaccurate and incomplete information may cause termination from the financial assistance program. I understand that if my application is approved, my assistance will be reviews on an annual or semi-annual basis and adjusted based on my circumstances at that time.

Signature _____ Date _____

**OFFICE
USE ONLY**

Unit # _____

Date Received _____

Staff Initials _____

Approved Yes No

Member ID _____

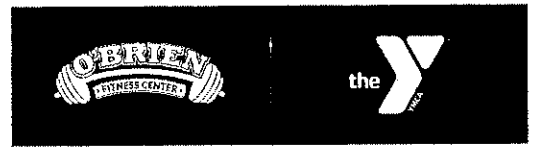
New Renewal

Date Processed _____

FA Reviewer _____

Renewal Date _____

EVERYONE IS WELCOME



IN PARTNERSHIP

With a commitment to nurturing the potential of kids, promoting healthy living, and fostering a sense of social responsibility, the **O'Brien / YMCA Partnership** ensures that every individual has access to the essentials needed to learn, grow, and thrive.

We welcome all who wish to participate and believes that no one should be denied access to the **O'Brien Center** based on the ability to pay. Through our scholarship program, the **O'Brien / YMCA Partnership** provides assistance to youth, adults, and families based on individual needs and circumstances. Scholarship reduces fees; it does not eliminate them.

Committed to our Community

Determining assistance amounts is handled by staff in a fair and consistent manner. Every **O'Brien / YMCA Partnership** member receives the same membership benefits, regardless of whether or not they receive a scholarship. **O'Brien / YMCA Partnership** members can feel confident knowing that they are a part of an organization that cares greatly for the well-being of all people and is committed to youth development, healthy living, and social responsibility.

A Community Partnership

As a non-profit organization, **O'Brien / YMCA Partnership** memberships are subsidized by contributions given by individuals, companies, foundations, and our annual campaign. These generous contributions make the Financial Assistance Program possible.

Please note:

- Processing can take up to 10 business days.
- We will notify you by mail of your approval status and rate.
- Bring signed letter to membership service desk to activate membership. Additional paperwork may be required.
- If membership is not activated in 30 days you will need to reapply.

How to Apply

1. Complete the application thoroughly and accurately.
2. If applicable, attach the following documents. Do not submit originals. (Minimum income required)
 - The most recent federal income tax return (Example: 1040, 1040A, 140EZ). All self-employment requires the Schedule C.
 - Last two paycheck stubs or letter from employer indicating hours worked and pay
 - Documentation letter of social security or disability benefits
 - Government Assistance (DHS) Explanation of Benefits for food or cash assistance pages 1-3
 - Copy of child support/alimony
 - Unemployment notification/letter of eligible benefits
 - Any pension or retirement benefits
 - Include any special circumstances that the Y should be aware of
3. Failure to provide all required documentation at the time of drop off may delay or void your application.

Exhibit H.



IN PARTNERSHIP

O'Brien / YMCA Partnership Best Practices

Childwatch

Fit Desk

Healthy Living & Group Exercise

LIVESTRONG® at the YMCA

Member Service

Personal Training

Childwatch

1. Be engaged and interacting with the children. Play games, conduct activities,
2. Complete all cleaning tasks for your shift.
3. Customer Service Skills – greet each family that comes into the space. Make an effort to learn both children's and caregiver's names.
4. Be knowledgeable and well-practiced in policies and procedures, including Best Practices.
5. Uphold and represent the YMCA's core values: caring, honesty, respect, responsibility.
6. Be responsible for all shifts and shift coverage.
7. Have open and positive communication – including but not limited to children, caregivers, co-workers, members, supervisors.
8. Put the safety and best interest of the child first.
9. No cell phones while working.
10. Create an environment that promotes achievement, a sense of belonging, and positive relationships.
11. Professional language is expected which includes avoiding the use of profanity.

Fit Desk

1. Arrive on time
2. The YMCA Dress Code and Member Service Professional Image Policy should be abided by at all time. This includes wearing a name tag during each and every shift.
3. Before your shift, talk to the staff that you are relieving to get an update on possible changes or concerns
4. Get to know the programs we offer so you can share them with members
5. Smile and make eye contact
6. Be courteous and respectful
7. It is okay if you don't know the answer to a member's question
 - Get their name and phone number
 - Write down the issue/question
 - Date the note and initial it
 - Put it in your supervisor's mailbox
 - Follow up with supervisor to make sure the member was contacted
8. Set the example by following our posted guidelines when using the facility
9. When sharing our facility guidelines with members, use your listening skills first, then explain the "why" of our Best Practices
10. Cleaning – Spray rag and clean all equipment
11. Equipment Maintenance – Leave note for supervisor letting them know if a machine needs maintenance or care. Place "Under Maintenance" sign on machine.
12. Professional language is expected which includes avoiding the use of profanity.

Healthy Living & Group Exercise

1. Maintain up to date on all certifications: CPR/AED/First Aid, Group Exercise, etc.
2. Clock in and out before leaving the building.
3. Volunteerism is highly encouraged.
4. Ability to plan and lead a class that is motivating and safe.
5. Demonstrate proper techniques, effecting cueing, move modifications, correct ineffective movements or those that may cause injury.
6. Ensure class formats match class descriptions and adheres to the class start and end time.
7. Music must be clean. No vulgar language or sexually expressive lyrics.
8. Wears YMCA top (or attire appropriate to class, ex. Zumba) with appropriate bottoms. No midriff showing, no excessive cleavage, shorts must not be too short (bike shorts may be worn underneath), and athletic shoes.
9. Being friendly, able to accommodate the needs of different groups/individuals and demonstrates customer service skills with effective verbal communication.
10. Willingness to be cooperative and flexible with team members, while exhibiting positive attitude.
11. Set an example for the members by displaying YMCA Core Values: caring, honesty, respect, responsibility.
12. Keeps area clean and organized.
13. Arrives to class at least 10 minutes ahead of time. Ensuring enough time to clock in and be prepared to teach on time.
14. Professional language is expected which includes avoiding the use of profanity.

LIVESTRONG® at the YMCA

1. Complete required LIVESTRONG® at the YMCA trainings : CPR/AED/First Aid
2. Follow all LIVESTRONG® at the YMCA protocols and best practices
3. Adhere to the YMCA's HIPAA policies and procedures and ensure participants' protected health information is secure
4. Maintain program confidentiality
5. Set an example for the members by displaying YMCA Core Values: caring, honesty, respect, responsibility
6. Arrive for class on time and dressed appropriately
7. Refrain from using your phone while instructing class unless emergency arises with participant
8. Work to build, support and maintain relationships with community partners

Member Service

1. Make eye contact and smile
2. Model friendly behaviors by remaining courteous and respectful in all situations
3. Offer all potential members a tour and complete tour card
4. Use of cell phones is not permitted while on duty unless required for YMCA operations or business.
5. Small Snacks & Drinks are permitted at the Member Service Desk with the following regulations:
 - Small snacks like nuts or grapes should be kept out of sight and only consumed when no members are present at the desk. Full meals should always be consumed at the lobby tables or in the staff break room.
 - Non-HEPA (Healthy Eating and Physical Activity) compliant drinks (energy drinks, pop/soda, and high sugar content drinks) should not be openly consumed at the desk. These drinks can be enjoyed discretely in approved drink ware.
6. Break times are allowed during your shift but are not set at a specific time. Applicable times for taken a break should be assessed each day and each shift depending on member service needs. Breaks should be taken in order of arrival and communication should be given to your coworker and supervisor on duty. Member Service Staff Expectations
7. When taking a break on company time, staff should remain available and ready to assist with multiple members/guest needs.
8. The YMCA Dress Code and Member Service Professional Image Policy should be abided by at all time. This includes wearing a name tag during each shift.
9. Member Service Staff should not discuss business or personal matters within hearing of members and guests
10. Phone calls should be answered promptly and following our phone etiquette guidelines
11. The Member Service Attendance and Punctuality policy should always be adhered to.
12. Computer, email, and Internet use are provided for YMCA operations and business use only
13. Member Service plays a critical role in the mission and success of the organization, employees will conduct themselves in a manner that will reflect positively on the YMCA of Greater Michiana, including your social media presence.
14. Efficient time management should be practice at all times when completing required Member Service tasks during downtime.
15. Professional language is expected which includes avoiding the use of profanity.

Personal Training

1. Must be certified through a nationally accredited association: ACE, NASM, ACSM, AFAA
2. Pre and Post tests are required for all personal training. Post-tests are required every 3 months.
3. Continuing education credits to maintain certification and to stay current on evidence-based exercise
4. Confidentiality - Trainers will not discuss client's personal information with staff or other clients
5. One on one monthly meetings with supervisor are required to review training safety and communicate about active clients
6. A completed written plan, exercise prescription, at the beginning of each personal training session
7. Arrive at least 5-10 minutes before your client to prepare
8. Trainers must give clients at least 24 hours advance notice that they need to reschedule a session
9. Professionalism
 - Dress as a fitness professional wearing Y staff shirt and name badge
 - Appropriate bottoms
 - Closed toe comfortable shoes
 - Hair combed/brushed
 - Washed face
 - Avoid profanity