

DANVILLE FAMILY YMCA MEMBERSHIP CONTRACT

Name (First, Last): _____ Date of Birth: _____

Gender: _____ Email: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone (Home): _____ Cell: _____ Work: _____

Place of Employment/School: _____

Emergency Contact: _____ Phone: _____

16 Digit Healthways ID (Silver Sneakers Only): _____

TYPE OF MEMBERSHIP MONTHLY (CHECK DESIRED MEMBERSHIP)

- Adult - \$35 *Family - \$60 Youth - \$15 Corporate Senior - \$30
- *Senior Family - \$50 Student (Fall/Spring) - \$65 Student (Summer) - \$45 Silver Sneakers

First time members must pay a one-time joiners fee of \$50. Joiner's fee will be applied to those who rejoin after 1 month.

TYPE OF MEMBERSHIP ANNUAL (CHECK DESIRED MEMBERSHIP)

- Adult - \$420 *Family - \$720 Youth - \$180 Senior - \$360 Senior Family - \$600

FOR FAMILY MEMBERSHIP ONLY*

Name: _____ Date of Birth: _____ Gender: _____

Name: _____ Date of Birth: _____ Gender: _____

Name: _____ Date of Birth: _____ Gender: _____

Name: _____ Date of Birth: _____ Gender: _____

Name: _____ Date of Birth: _____ Gender: _____

***Members listed above for the family membership MUST live at the address listed above, and children must be legal dependents.**

The Y is a charitable, community service organization that includes men, women of all ages, abilities, incomes, races, and religions. We are dedicated to building strong kids, strong families and strong communities by putting Christian principles into practice through programs and service that promote healthy lifestyles, strong values, leadership development, community interaction and international understanding. All persons are welcome at our YMCA, regardless of their ability to pay. We believe that everyone belongs at the YMCA.

The Danville YMCA is founded on Christian principles and prohibits inappropriate behavior and conduct. This includes, but is not limited to, profanity or abusive language, attire, smoking, use of alcohol or drugs, the removal of YMCA property or criminal conduct of any type. Such inappropriate behavior is unacceptable and the YMCA consequently retains the right to deny memberships to its applicants and to revoke a membership of any current member or participants at its sole discretion

MEMBERSHIP RELEASE WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the YMCA for any purpose, including, but not limited to observation or use of the facilities or equipment , or participation in any off-site program affiliated with the YMCA, the undersigned, for himself or herself and any personal representatives, heirs, next of kin, hereby acknowledges, agrees and represents that lies or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or equipment or participation in such affiliated program constitutes an acknowledgment that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPIATION IN ANY OFFSITE PROGRAM AFFILIATED WITH THE YMCA. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING :

1. **THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT SUE the YMCA**, its director’s officers, employees, and agents (hereinafter referred to as "Releases") from all liability to the undersigned, his personal representatives, assigns, Heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned Whether caused by the negligence of the releases or otherwise while the undersigned is upon or about the premises or facilities or equipment therein or participating in any program affiliated with the YMCA.
2. **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releases and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facility or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by negligence of the releases or otherwise.
3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** due to negligence of release or otherwise while in, or upon the premises of the YMCA and/or while using the premises or any program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND **IDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the state of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELASE AND WAIVER OF LIABILITY AND IDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE.

Print Name: _____

Signature: _____

***Parent/Guardian Signature:** _____

Date: _____

MONTHLY BANK DRAFT AUTHORIZATION FORM

(Please complete one form per family)

*This does not apply to Silver Sneakers Membership

Membership Type:

Billable Member's Name: _____

Payment Plan I – Automatic Bank Draft (draft from checking account)

Print Name on the Account

Address _____ City _____ State _____ Zip _____

Name of Bank

Routing Transit Number _____ Account Number (attached voided check) _____

Authorized Signature _____ Date _____

Payment Plan II – Credit Card Draft

Credit Card Number _____ Expiration Date _____

3 Digit Security Code from Back of Card

Address _____ City _____ State _____ Zip _____

Authorized Signature _____ Date _____

Draft Authorization

I authorize the Danville Family YMCA to deduct \$_____ on the 1st or 15th (circle one) of every month from my account with the financial institution named above for the payment of my monthly membership fee. **I understand that I have the right to stop these automatic payments upon 30 days written notice to the Danville Family YMCA prior to the time my account is charged.** I also understand that the Danville Family YMCA reserves the right to end this payment plan and my participation therein. **I understand that transactions returned unpaid by my financial institution will result in a \$10 returned fee being added to my Danville Family YMCA membership account.**

Authorized Signature

Date

PHOTO AND VIDEO/AUDIO RECORDING RELEASE

I am 18 years of age or older and, if not, my Mother/Father/Legal Guardian has also signed this membership contract. For my participation in activities to be conducted by the Danville Family YMCA, I hereby give my permission and consent, now and for all time, to the Danville Family YMCA and collaborating third parties to make, reproduce, edit, broadcast, or rebroadcast any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience within said activities, for publication, display, sale or exhibition thereof in promotions, advertising, education and legitimate business uses without any compensation to, and/or claim, by me. I may, or may not be, identified in such reproductions; however, I shall not be stated by name to have endorsed any particular commercial products or commercial services.

I further agree to the following:

- Any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience during said activities, I authorize, according to this Release, shall belong to the Danville Family YMCA and collaborating third parties. Therefore, they will have full right of disposition of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience within said activities;
- Any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience within said activities will not be subject to any obligation of confidentiality and may be shared with and used by the Danville Family YMCA and collaborating third parties;
- The Danville Family YMCA and collaborating third parties shall not be liable for any use or disclosure to a third party of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience; and
- The Danville Family YMCA and collaborating third parties shall exclusively own all known or later existing rights to worldwide and shall be entitled to the unrestricted use of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience for any purpose without compensation to me.

Signing this membership contract states that I agree that my consent and this release are irrevocable. I hereby release and discharge the Danville Family YMCA collaborating third parties from any and all claims in connection with the uses and reproductions, any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience as described herein.

MEMBER CODE OF ETHICS

- 1. Members will not verbally, physically, emotionally, or sexually abuse a child.
- 2. Members will not be alone with children except with prior approval of senior management or in an emergency.
- 3. Members will not use profanity in the presence of children, parents, participants, or other staff.
- 4. Members will not display intimate affection towards others in the presence of children, parents, or other participants.
- 5. Members will report any suspected abuse or neglect of a child to the Director of Childhood Sexual Prevention.
- 6. Members will, at all times, portray a positive role model for children and youth by demonstrating respect, loyalty, patience, courtesy, tact and maturity.
- 7. Members will treat all staff and children, regardless of age, race, religion, gender, or disability with respect, compassion and kindness.
- 8. Members will never leave a child unsupervised. (After School, Camps, Basketball, Cheerleading etc....) There must be an instructor with children at all times.
- 9. Members must be appropriately dressed.
- 10. Members will not attend The Danville Family YMCA with physical or psychological conditions that might adversely affect children's, staff, or other member's health or safety.
- 11. Members will not use tobacco products during open hours at The Danville Family YMCA (We are a tobacco free campus).
- 12. Members will not use, possess, or be under the influence of alcohol or illegal drugs during working hours.

I have read and understand The Danville Family YMCA Members Code of Conduct. I understand any violation of policies or Code of Conduct may result in termination. Being full aware of the matters contained in this staff Code of Ethics.

Member _____

Date _____

STAFF CODE OF ETHICS

1. Staff will not verbally, physically, emotionally, or sexually abuse a child.
2. Staff will not be alone with children except with prior approval of senior management or in an emergency.
3. Staff will not use profanity in the presence of children, parents, participants, or other staff.
4. Staff will not display intimate affection towards others in the presence of children, parents, or other participants.
5. Staff will not accept gifts or money from children, parents, or other participants, nor will staff give gifts or money to children, parents, or other participants.
6. Staff/volunteers will not socialize, associate, or provide services (such as babysitting, private lessons, etc.) for program participants under the age of 18 years outside of Danville Family YMCA activities. There will be no exceptions unless individually approved by the CEO/President.
7. Staff will report any suspected abuse or neglect of a child to the Director of Childhood Sexual Prevention, and then to any services required by law.
8. Staff will, at all times, portray a positive role model for children and youth by demonstrating respect, loyalty, patience, courtesy, tact and maturity.
9. Staff will treat all children, regardless of age, race, religion, gender, or disability with respect, compassion and kindness.
10. Staff will use only positive techniques of guidance and discipline, such as anticipation and prevention of potential problems, positive reinforcement and encouragement, and redirection.
11. Staff will never leave a child unsupervised. (After School, Camps, Basketball, Cheerleading etc....)
12. Staff will appear neat, clean and appropriately dressed.
13. Staff will not attend work with physical or psychological conditions that might adversely affect children's health or safety.
14. Staff will not use tobacco products during working hours in the presence of children or parents.
15. Staff will not use, possess, or be under the influence of alcohol or illegal drugs during working hours.

I have read and understand The Danville Family YMCA policies of Childhood sexual prevention and the Staff Code of Conduct. I understand any violation of policies or Code of Conduct may result in termination. Being full aware of the matters contained in this staff Code of Ethics, I am able to monitor and prevent any violations.

DANVILLE FAMILY YMCA POLICIES AND GUIDELINES

The Danville YMCA is founded on Christian principles and prohibits inappropriate behavior and conduct. This includes, but is not limited to, profanity or abusive language, attire, smoking, use of alcohol or drugs, the removal of YMCA property or criminal conduct of any type. Such inappropriate behavior is unacceptable and the YMCA consequently retains the right to deny memberships to its applicants and to revoke a membership of any current member or participants at its sole discretion.

PAYMENT & DRAFT INFORMATION

At any point should your account (form of payment) information change, please notify the Membership Department as soon as possible to prevent a service charge of \$10 to be added to your account.

CANCELLATION POLICY

Membership Cancellation requires **written notification 30 days prior to your draft date**. Simply come to the Membership Services Desk to complete a cancellation form. In most cases, a member will owe one additional draft after submitting their cancellation notice. If you have paid a year in advance, you will not receive a refund.

YOUTH SUPERVISION

Youth ages 13 and older may use the Wellness Center, but NOT the free weights unless they have been F.A.S.T. Certified. Members must be 16 or older to use the free weights. **Any youth under the age of 13 must be accompanied by an adult at ALL times while on the YMCA property.** Youth can become F.A.S.T. certified to use equipment. See a staff member at the Wellness Desk for more information on the F.A.S.T Program.

MEMBERSHIP CARDS

Members will be issued a card upon joining. Members must scan in every time upon entering the building. If misplaced, there is a **\$3 fee to replace the card**. To avoid the \$3 fee, you can download the YMCA Danville App and add your Y card.

GUEST POLICY

Guests are welcome at the Danville YMCA, although some restrictions do apply. With the exception of the Reciprocity, members must accompany guests at all times. Guests must observe policies and restrictions that are set for all Danville Family YMCA member privileges and restrictions.

Guests of Danville YMCA members can only come once a calendar year and must present photo ID.

Youth members are NOT allowed to have guests.