

## MEMBERSHIP AGREEMENT

The Goldsboro Family YMCA is a nonprofit organization committed to the practice of putting Christian principles into practice through programs that build healthy spirit, mind, and body for all. Dues are paid by the monthly bank draft plan or in full for a semi-annual or annual payment. Joining fees are a processing fee, which is nonrefundable after two-weeks of membership. I understand the YMCA will have no liability or responsibility for any personal injuries, or loss or damage to personal property, sustained by the member while using the YMCA facilities. Membership card must be presented to enter facility, or the use of the membership card function on our mobile app. Any member who loans their membership card to another individual will be subject to loss of membership privileges.

**ANNUAL FULL PAYMENT:** Memberships paid in full are invoiced for semi-annual or annual renewal approximately 30-days prior to and are payable on YMCA renewal date. If I allow my membership to lapse for more than 30 days beyond my renewal date, my membership will be void and will not be reactivated until all fees are paid and my account is made current.

**BANK DRAFT/DEBIT/CREDIT CARD:** Draft will come out on the 4<sup>th</sup> or 15<sup>th</sup> of each month will continue until cancelled. I understand that failure to provide correct banking information will result in immediate termination of my membership.

**FAILURE TO PAY:** If I allow my membership to lapse for more than 30 days beyond my renewal date, my membership will be void and will not be reactivated until all fees are paid and my account is made current. I understand that if for any reason my bank or credit card institution refuses to honor a monthly draft, my membership must be made current within the current billing cycle, or my membership will be terminated. Membership will be reinstated only after payment of all fees and current dues are made. The Goldsboro Family YMCA collects no service charge or interest for the monthly use of bank draft plan but does charge a \$30 fee for all drafts returned for reason of insufficient funds, closed accounts, or stop payments.

**CANCELLATION:** Member must be maintained at least 30 days before submitting a termination request. Cancellations are accepting by submitting a written notice at least 30 days in advance in person or by email to [info@goldsboroymca.org](mailto:info@goldsboroymca.org).

**RATES:** The YMCA Board of Directors may, at its discretion, adjust the monthly rate applicable to my category of membership. Annually in September, memberships will increase \$1 for individual memberships or \$2 for household memberships. If I do not agree to the rate increase, I have the opportunity to terminate this agreement at that time.

**HOLDS:** Any account holds or stop payments must be requested in writing by the member and will not be assumed on the YMCA's part. Hold fee's must be paid in full at the time of the hold request. All holds must be requested by the last pay of the previous month, with no exceptions.

**LOCKERS:** I understand that if I have rented a locker, I will lose my locker privileges upon termination of my membership. At the time of my membership termination, I will remove all my personal belongings from the locker. If I chose to move my items to a new locker it is my responsibility to inform the membership desk of the change, or my lock may be cut, and my items placed in lost and found.

**PHOTOGRAPHS:** I hereby consent to the use of my photo in marketing materials, video, and social media. I hereby waive and forgo any right or entitlement of claim we may have to compensation.

**SEX OFFENDER:** The Goldsboro Family YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the Goldsboro Family YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

I CONSENT TO THE TERMS OF THE GOLDSBORO YMCA'S MEMBERSHIP AGREEMENT

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

## Member and Guest Code of Conduct

1. Members & guests are expected to uphold the YMCA character traits on Goldsboro Family YMCA Property: Respect, Responsibility, Caring, and Honesty.
2. Members are allowed 5 guest passes per year (for the calendar year) after maintaining the membership for 30 days. Only the PRIMARY account holder may collect the guest passes. Youth Membership and Third-Party Accounts may not bring or sponsor guests.
3. We expect persons using the Goldsboro Family YMCA to act maturely, behave responsibly, and to respect the rights and dignity of others. Actions considered inappropriate include but are not limited to the following: using or possessing alcohol or illegal drugs, smoking (of any kind) on all YMCA property, harassment (of any kind) or intimidation, threatening physical harm or actual physical harm to another person, verbal abuse, sexually explicit conversation or behavior, theft or behavior that results in the destruction or loss of property, loitering after being requested to depart the YMCA property, unwelcome sexual advances or innuendos, etc.
4. The use of obscene language, stealing, fighting, breaking and entering, vandalism, and/or carrying or concealing a weapon will result in a 1-year suspension from the Goldsboro Family YMCA and could also result in a permanent suspension.
5. Respect of others is always expected by everyone (both children and adults) on Goldsboro Family YMCA property.
6. No food or drink other than water and/or sport drinks is allowed in the Wellness Center, Weight Room, Walking Track, Pools, and Gym (exceptions may be made during designated events).
7. Children under the age of 16 are not allowed in the Weight Room.
8. Children ages 13-16 may take the Teens in Training orientation to use the Wellness Center equipment. Children under the age of 16 that have not taken Teens in Training may not use the Wellness Center.
9. Children 12 and under, must be always accompanied by an adult throughout the entire facility.
10. Clubhouse use is limited to members in household memberships only.
11. Any damage to equipment due to misuse or abuse will be the responsibility of the member or legal guardian.
12. Fitness Locker Rooms are for adults 18 and over. Children 5 and under only may accompany his/her parent/guardian into the Fitness Locker Room. Children 6 and over must use the Wellness Locker Rooms or the Family Locker Room located on the Warm Water Pool deck.
13. Patrons must be 18 years of age and have a Fitness Membership to use the sauna, steam room, or jacuzzi. No one under the age of 18 is permitted to utilize these amenities for safety protocols.
14. Patrons must shower before entering the pool.
15. Children under 18 years of age are not allowed in the Warm Water Pool between 10:00 a.m. and 12:00 p.m. Otherwise, children 18 and younger are only allowed in the Warm Water Pool with adult supervision.
16. We ask that patrons embrace the family friendly environment of your Goldsboro Family YMCA and refrain from wearing attire that may offend others. Clothing should cover the midsection and chest, clothing with vulgar messages is prohibited, no exposed undergarments, no jeans, belts, keys, or clothing that may damage upholstery and/or equipment may be worn in workout areas.

I CONSENT THE TERMS OF THE GOLDSBORO YMCA'S CODE OF CONDUCT AGREEMENT

Sign: \_\_\_\_\_ Date: \_\_\_\_\_

**COVID Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in Goldsboro Family YMCA Programs, now or at any time in the future.

**Acknowledgment of Risk**

I hereby acknowledge and agree that participation in Goldsboro Family YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement.

**Acknowledgment of Risk to Minor**

I, in my legal capacity as the parent/guardian of the minor listed on my account, do hereby acknowledge, and agree that participation in Goldsboro Family YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation and that said list in no way limits the operation of this Agreement. Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Goldsboro Family YMCA programs or accessing Goldsboro Family YMCA facilities could increase the risk of contracting COVID-19. Goldsboro Family YMCA in no way warrants that COVID-19 infection will not occur through participation in program(s) of accessing Goldsboro Family YMCA facilities.

**Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my participation in Goldsboro Family YMCA programs, I, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Goldsboro Family YMCA, its officers, directors, employees, volunteers, agents, representatives and insurers (?Releasees?) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against Goldsboro Family YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Goldsboro Family YMCA facilities/equipment or participation in Goldsboro Family YMCA program(s) whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my participation in all Goldsboro Family YMCA program(s), I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in program/facility participation and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in program(s) and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in Goldsboro Family YMCA program(s).

I further certify that I am 18 years of age or older as of the date of signature on this document, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

\_\_\_\_\_ Initial Here for All Participants