Family YMCA of Marion & Polk Counties

Membership Agreement and Liability Waiver

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Family YMCA of Marion & Polk Counties for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the Family YMCA of Marion & Polk Counties the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Family YMCA of Marion & Polk Counties for observation or use of any facilities or equipment or participation in such affiliated program constitutes and acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation. That neither I nor any person listed on this membership has ever been convicted of a sexual offence or registered as a sex offender in any jurisdiction. I give my permission to the Family YMCA of Marion & Polk Counties to use limitation and obligation, photographs, film footage, or tape recordings which may include my image and the image of anyone on my membership for purposes of promoting or interpreting YMCA programs.

I HEREBY RELEASE, WAIVE, DISCHARGE AND CONVENANT NOT TO SUE the Family YMCA of Marion & Polk Counties and all branches thereof, its directors, 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 myself, whether caused by the negligence of the releases or otherwise while I am in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

I HEREBY AGREE 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 myself in, upon or about the Family YMCA of Marion & Polk Counties premises or in any way observing or using any facilities or equipment of the Family YMCA of Marion & Polk Counties or participating in any program affiliated with the YMCA whether caused by the negligence of the releases or otherwise.

I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of release or otherwise while in, about or upon the premises of the Family YMCA of Marion & Polk Counties and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Family YMCA of Marion & Polk Counties.

THE FAMILY YMCA OF MARION & POLK COUNTIES HAS THE RIGHT TO TERMINATE YOUR YMCA PRIVILEGES ANYTIME IF: a) it appears that you are taking actions or doing things that are contrary to the YMCA Mission, or b) it appears that your are involved in criminal acts, or c) you are acting in ways that disrupts the YMCA's operations or the activities of members or staff.

I further expressly agree that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

CANCELLATION POLICY: If at any time there is to be a change, deletion or cancellation of my membership, it is to be submitted in writing to the Family YMCA of Marion & Polk Counties **within a minimum of 30 days prior to your scheduled draft date**. No cancellations accepted by phone, fax or mail. Failure to do so will result in that month's EFT being non-refundable. A voided check is required with all bank EFT information. The Family YMCA of Marion and Polk Counties does not, under any circumstance, reimburse for bank fees or charges. Billing or payment errors of any nature will be remedied through in-house credits. Membership fees are non-refundable. If at the time of membership cancellation there is a balance that remains unpaid, the Family YMCA of Marion and Polk Counties may draft the unpaid amount from the pre-authorized account.

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

I authorize my financial institution to honor pre-authorized drafts drawn by the Family YMCA of Marion and Polk Counties on my account for membership payments. It is understood that your sending of a preauthorized draft to the financial institution as a payment becomes due shall constitute valid notice of such payment due on this membership. When my financial institution honors the draft by charging my account, such drafts constitute my receipt for payment. I understand that there is a $25 NSF fee for all returned checks, EFT, debit card, credit card or ACH payments. I will pay the NSF amount plus the NSF fee immediately upon my check being returned to me by the YMCA. I understand that two (2) payments drawn on insufficient funds may forfeit future membership privileges. If account holder is under the age of 18 a parent or legal guardian must sign.