

AFTER HOURS ACCESS RELEASE OF LIABILITY & ASSUMPTION OF RISK

As a 24-hour secure-access fitness facility, Waynesboro Area YMCA (hereafter referred to as the "the Y"), has a few different policies and procedures. Qualifying members are defined by age, full membership status and financial standing (hereafter referred to as "member"). Note: the Y reserves the right to deny or revoke After Hours access to individual members. Please read the information carefully. If you have any questions, please ask.

Compliance with Rules

I understand and agree that a After Hours Y membership is a special membership based on trust and is a privilege, which can be taken away for any violation(s) of rules. As a qualifying Y member, I agree to abide by all Y membership rules and After Hours membership rules, which will be posted at the Y, on the Y's website, and may be amended from time to time at the sole discretion of the Y.

The additional rules below apply to a After Hours membership:

I. Everyone must use their keycode individually when accessing the Y After Hours. This serves as record of your visit

II. KEY CARD sharing is strictly prohibited and will result in immediate loss of membership; key code sharing is viewed by ownership as stealing services.

III. Only active After Hours members will be allowed entry.

IV. Improper unauthorized use of the Y may result in member suspension or cancellation. No one may use your access card for any reason, and you are required to report any situation that appears to be card sharing to Y staff.

V. The Y reserves the right to suspend or cancel the rights, privileges and membership of any member whose actions are detrimental to the use, safety, and enjoyment of the Y.

VI. Do not bring or otherwise allow a person that is not an approved member or guest of the Y to access the facility.

VII. If you lose your After Hours magnetic card, please report it immediately to the Member Services. Your card will be deactivated. **Replacement cards are \$25.**

VIII. All outside doors must remain closed during all non-staffed hours (front and side door).

- IX. No one under the influence of alcohol or drugs is permitted in the Y at any time.
- X. Only use equipment you understand how to use.
- XI. Inspect the equipment to make sure it is properly functioning prior to using the equipment.

XII. Remove any potential trip hazards from the floor, around racks/lifting area, and return all excess plates/equipment to keep area tidy when they are not in use.

XIII. Limit all movements and exercises to a manageable load during After Hours hours.

XIV. Stop exercising if you experience a potential injury and seek medical attention.

XV. Inspect your surroundings to make sure equipment and weights are not obstructing your intended exercise.

XVI. Notify management and all other members using the Y if any equipment is not working properly or if you notice any potentially dangerous conditions within the Y.

XVII. Return all equipment, and/or other supplies to their designated storage place after using the equipment. XVIII. After your workout, please wipe down any used equipment.

XIX. The Y is monitored 24/7 by surveillance cameras. Do not touch, move, or unplug any security cameras. XX. Do not adjust the thermostats.

XXI. Be sure to firmly push the main entry door closed and check to make sure it's locked when exiting the facility.

Failure to follow these guidelines will result in revocation of After Hours access.

_ Initial acceptance to abide by Y rules and special rules for the After Hours membership.

No Supervision

I understand I am activating an After Hours membership at the Y facility that allows access at any time. As such, I am aware that there will be no supervision or assistance except during staffed hours. Staffed hours may change at the sole discretion of the Y. I am aware if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event, there will likely be no one to respond to my emergency and that the Y has no duty to provide assistance to me while I am at the Y during After Hours. I understand even though the Y is equipped with surveillance cameras, these record, but are not monitored continuously; help will not be available during non-staffed hours. However, a first aid station, AED and emergency alarms are inside the facility. Additionally there are two Emergency Call boxes that when accessed will be connected directly to an emergency dispatcher.

_____ Initial acceptance of No Supervision.

Acknowledgement of Risk and Waiver of Liability

I voluntarily assume the risk of injury, accident, death, loss, cost or damage to my person or property which might arise from my use of the Y, and I agree to hold harmless and release the Y and all affiliated corporations, and its owner, directors, employees, representatives, management, and all others from any and all liability. I also release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf or in any way arising out of or connected with my participation in any activities or the use of any equipment at the Y during staffed or non-staffed hours.

_____ Initial acceptance of Acknowledgement of Risk and Release of Liability Waiver.

General Terms

This contract represents the complete understanding between you and the Y. No representations, written or oral, other than those contained in this contract (and the Y's other waivers) are authorized or binding upon the Y. Should any part of this agreement due to legal or other regulatory changes become unenforceable, the remaining provisions within this agreement not impacted by such change shall remain in full force as originally written. You agree to promptly update the Y of any changes of address, phone, email address and/or bank account/credit card information.

_____ Initial acceptance of General Terms.

I certify that I have read and understand all of the terms of the Y agreement and agree to continue to abide by all of the terms of this agreement.

Print Name:

Signature: