

YMCA OF SAN DIEGO COUNTY
RELEASE FORM ADULTS

OUR MISSION: The YMCA of San Diego County is dedicated to improving the quality of human life and to helping all people realize their fullest potential as children of God through the development of the spirit, mind and body.



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

ADULT PHOTO ID REQUIRED FOR ADULTS 18 AND OVER

Name	
DOB	
Email	
Phone	
Address	
City	
State	Zipcode
Emergency Contact Name	
Emergency Contact Phone	

Adult
Photo ID

YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR ADULTS

Name of Adult(s)

In consideration of being permitted to enter the YMCA for any purpose including, but not limited to observation, use of facilities or equipment, or participation in any way, whether at a YMCA location or virtually from wherever I may be, the undersigned hereby agrees to the following:

1. I acknowledge that (i) I have read this document, (ii) I have inspected the YMCA facilities and equipment, (iii) I accept them as being safe and reasonably suited for the purpose intended and (iv) I voluntarily sign this document.
2. Except for YMCA's gross negligence or willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I assume full responsibility for, and risk of, bodily injury, death or property damage except if caused or due to the gross negligence or willful misconduct of the YMCA.
3. I agree not to sue Releasees for any loss, damage, injury or death described above and except for YMCA's gross negligence or willful misconduct, I will indemnify, protect, defend and hold harmless the YMCA and its Releasees from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the YMCA membership, use of YMCA facilities and/or participation in YMCA programs by me, or any other person. If any action or proceeding is brought against YMCA by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to YMCA and YMCA shall cooperate with me in such defense. YMCA need not have first paid any such claim in order to be defended or indemnified.
4. I assume full responsibility for, and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise.
5. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of any groups of people other than in your own household. YMCA of San Diego County ("YMCA") has put in place preventative measures suggested by the Centers for Disease Control and Federal, State, and Local Government to reduce the spread of COVID-19; however, YMCA cannot guarantee that you or your child will not become infected with COVID-19. Further, attending YMCA facilities, programs or childcare could increase your family's risk, your risk, and your child's risk of contracting COVID-19. By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that my child and I along with my family may be exposed to or infected by COVID-19 by attending YMCA facilities, programs or childcare and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at YMCA facilities, programs or childcare may result from the actions, omissions, or negligence of myself and others, including, but not limited to, YMCA employees, volunteers, and program participants and their families I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child or my family may experience or incur in connection with my child's attendance at YMCA or participation in YMCA programming ("Claims"). On my behalf, and on behalf of my family and children, I hereby release, covenant not to sue, discharge, and hold harmless YMCA, its employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, suits, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of YMCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any YMCA program.

I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect.

Adult Name (Print)	Adult Signature	Date
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WAIVER/CONSENT

I, _____ give my permission to the YMCA of San Diego County (YMCA) to use my picture or other likeness, or a picture or other likeness of any of my children, specifically, _____, in the YMCA's general publicity and campaign materials.

Signature	Date
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NATIONWIDE MEMBERSHIP WAIVER

"By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Association of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law."

Signature	Date
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YMCA OF SAN DIEGO COUNTY CODE OF CONDUCT

The YMCA of San Diego County is dedicated to providing a safe and welcoming environment for all its members and guests. The YMCA is an organization open to all people. We welcome and value individuals of all ages, races, ethnicities, religions, gender identities, abilities, sexual orientations and financial circumstances. We are committed to having programs and services that embrace diversity, reflecting the people and needs of our communities.

To promote safety, all individuals are asked to act appropriately and follow the rules/guidelines at all times within our facility or when participating in our programs. We expect persons using the Y to act maturely, to behave responsibly, and to respect the rights and dignity of others. Anyone who witnesses behavior that goes against this code of conduct is encouraged to report the behavior to a YMCA staff person immediately. The following actions listed below are behaviors considered inappropriate in our facilities and programs, and therefore are not allowed. Please note this is not an exhaustive list.

- Using or possessing illegal chemicals (drugs) on YMCA property, in YMCA vehicles, and at Y-sponsored programs
- Smoking on YMCA property
- Carrying a concealed weapon or any device or object that may be used as a weapon or to harm another person are not allowed on property unless carried by qualified active and/or retired law enforcement
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior
- Physical contact with another person in an angry, aggressive, or threatening way
- Verbally abusive or offensive behavior—including angry or vulgar language, swearing name-calling or shouting
- Sexually explicit conversation and behavior
- Any sexual contact with another person
- Inappropriate, immodest, or sexually revealing attire
- Theft or behavior that results in the loss or destruction of property
- Loitering on YMCA property
- Cell phone photography or unauthorized photography of facilities, members or participants
- Pets are not allowed on Y property unless they are service animals to assist members

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

Suspension or termination of YMCA membership privileges may result if the Executive Director determines that a violation of the Code of Conduct has occurred.

Adult Signature	Date
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PROGRAM PARTICIPANTS

TRANSFER - VOUCHER - REFUND POLICY

The purpose of Transfer/Voucher/Refund policy is to allow the YMCA to provide quality programs and proper class ratios, while maintaining flexibility with members and program participants. All requests are subject to director approval and take 3-5 working days for approval.

Before program start day: 100% voucher or refund less program deposit, uniform fees or vendor fees if applicable

On or after program start day: 75% voucher or refund less program deposit, uniform fees or vendor fees if applicable

On or after the second day of program: 0% voucher or refund

Adult Signature	Date
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