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Acceptance

I accept all provisions of membership set forth above and hereby agree to all changes made above. I understand information given to my Y is the property of the YMCA and is kept as confidential information by the Y and its representatives.

Signature ___

Date /___/

Submit form by email to info@winonaymca.org or drop at the front desk.



Liability and Indemnity waiver

IN CONSIDERATION of being permitted to utilize the facilities, services, and programs of the Winona Family YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the Winona Family YMCA, the undersigned, for himself or herself and such participating children 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 Winona Family YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an 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 by the undersigned and such children. The undersigned is aware of the different types of activities, equipment, and any facility offered by the Winona Family YMCA, and is aware of the risks inherent in the participation in such activities and use of such equipment and facilities. IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE WINONA FAMILY YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE WINONA FAMILY YMCA. THE UNDERSIGNED AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED ON HIS OR HER BEHALF AND BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Winona Family YMCA and all branches thereof, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned or such children and all his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Winona Family 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 or such children in, upon, or about the Winona Family YMCA premises, or in any way observing or using any facilities or equipment of the Winona Family YMCA or participating in any program affiliated with the Winona Family YMCA, whether caused by the negligence of the releasees or otherwise.
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence of releasees or otherwise while in, about, or upon the premises of the Winona Family YMCA and/or while using the premises, any facilities, or equipment thereon or participating in any program affiliated with the Winona Family YMCA.
- 4. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota, 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 RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I have read and understand this Release of Liability, I agree to all terms of this release and hereby sign it freely and voluntarily.

| Member's Signature | Date | |
|---|--------------------------|-----------------------------------|
| Staff Only Member ID | Date Received | Initials |
| Payment Type: Bank Draft Credit Card Check | ID Verified | |
| Old Draft Amount: New Draft Amount: | 1st | 15 th Next Draft Date: |
| Financial Aid Renewal: Member Discount % Prog | ram Discount % | Valid Until: |
| Notes: | avmca are ar drop at the | front dock |

<u>Submit form by email to info@winonaymca.org or drop at the front desk.</u>



WINONA FAMILY YMCA 24-HOUR ACCESS WAIVER & RELEASE FORM

Use of the Winona Family YMCA outside of staffed hours of operation is for Winona Family YMCA members only. Members must be at least 18 years of age, have purchased the 24/7 membership upgrade and must use their assigned barcode to gain entrance. Members will still be held to the conditions and expectations outlined in the member handbook and cameras will continue to record to ensure compliance. Guests and individuals who do not have 24/7 access through the Winona Family YMCA are not permitted outside of staffed hours of operation. Anyone that violates this policy will be charged \$10 per person, per offense, for those accessing the facility that do not have 24/7 authorization. 24/7 Access members who violate this policy also risk losing their 24/7 access.

Initial____

24/7 access is available for the gymnasium, Wellness Center and racquetball/handball courts only. 24/7 access outside of staffed hours of operation is through the YMCA's main entrance. **Initial**

We **HIGHLY** recommend that you have an adult workout partner, who also has the 24-hour membership access, accompany you while using the YMCA during unstaffed hours. There will be no supervision or assistance when using these facilities outside of the YMCA's staffed hours of operation. If you are injured, become unconscious, suffer a stroke or heart attack, there may not be anyone to respond to your emergency and this facility has no duty to provide aid to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided.

Initial_____

Because physical exercise can be strenuous and subject to risk of serious injury, the Winona Family YMCA urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in any physical exercise or activity, or use any YMCA amenity on the premises, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. The Winona Family YMCA is also not responsible for any loss of your personal property. **Initial**_____

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction; (b) the sudden and unforeseen malfunctioning of any equipment; (c) your slipping and/or falling while on the Winona Family YMCA premises, including adjacent sidewalks and parking areas.

Snow removal will not be enforced until staffed hours of operation. Members with 24-hour access can utilize the YMCA, but at their own risk from the elements. **Initial**

You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge the Winona Family YMCA, Inc., and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Winona Family YMCA, Inc. for negligence, personal injury or property damage.

Initial____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force. Processing can take up to 72 hours to be effective.

| Signed: | Dated:// |
|---------------|------------------|
| Phone Number: | Email Address: |
| Printed Name: | Date of Birth:// |

Please submit form to Member Services front desk or email info@winonaymca.org along with the change form for processing.