**ADULT LIABILITY RELEASE WAIVER & AGREEMENT**

In consideration for being permitted to utilize the Rowan-Cabarrus YMCA facilities, services, and programs for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she, AGREES TO THE FOLLOWING:

1. **CONDUCT** In consideration of gaining membership or being allowed to participate in the YMCA's activities and programs and use its facilities, equipment, and machinery, I agree to adhere to the YMCA's policies and Code of Conduct as written and shared on websites, fliers, facility signage, and other means of communication with members.

* Support the YMCA Mission: To put Christian principles into practice through programs that build healthy spirit, mind, and body for all.
* I understand the YMCA has a Child Abuse Prevention Policy to protect youth. This includes, but is not limited to, the YMCA being a mandated reporter of Child Abuse or neglect.
* The YMCA will not accept or maintain membership, participation, or volunteerism for anyone listed on the National Sex Offender Registry. This policy applies to third-party agencies that use the YMCA facilities.
* I understand the YMCA is an alcohol, drug, tobacco, and vaping-free facility.
* I understand the YMCA does not allow alcohol, drugs, tobacco, vaping, or weapons, including concealed weapons, on YMCA property or during YMCA programs at any time.

2. **FEES** All membership, guest, program, or any other fees owed to the YMCA are due at registration/sign-up and on agreed-upon dates to maintain and keep your account in good standing. Any payments not paid on time will result in late fees/charges. Fees that are consistently unpaid or NSF will result in services being terminated.

* Registration, join fees, and deposits are non-refundable or transferable.
* I understand that any recurring drafts (bank or credit card) are taken from a pre-authorized account provided by the parent/guardian.
* Membership is a monthly perpetual draft until canceled or revoked.
* I am responsible for ensuring sufficient funds are available for the draft. If a credit card or EFT transaction is declined, the YMCA, at its discretion, may resubmit the amount due for payment on a future date, including late fees and service fees. I am responsible for any fees the bank charges my account.
* If I wish to change, cancel, or terminate membership or program, I must submit a change or termination request in writing to the YMCA 10 days before the draft date. If notice is not given 10 days prior, I will incur another membership or program charge. Note: you will receive an email confirmation of changes and cancellations to your membership account.
* I understand that if I request the membership to be put on “Hold,” it is for a three-month period, at most, and at the end of that time, the membership will begin to draft unless I cancel or terminate prior to that date.
	+ I am responsible for checking my statements and reporting any discrepancies within 30 days to the YMCA.
* I am responsible for ensuring sufficient funds are available for my draft. If a credit card or EFT transaction is declined, the YMCA, at its discretion, may resubmit the amount due for payment on a future date, including late fees and service fees. I am responsible for any fees my bank charges my account.
* I understand the YMCA Board of Directors may, at their discretion, adjust the monthly rates applicable to my membership and/or program. I also know a notice will be sent to my last address on record at least fifteen (15) days before this change.

3.**DRESS CODE** The attire should be appropriate for the YMCA family and the area you participate in. Proper shoes are key to your safety in the YMCA. Specific guidelines are posted in aquatics, fitness, and gym areas.

4. **PHOTOS/VIDEOS/RECORDINGS** I permit the YMCA, without limitation or obligation, to use photographs, videos, or recordings that may include anyone on my membership or program account for promotion or interpreting YMCA programs and release the YMCA from any claim of liability to that use.

5. **SHOWERS ONLY** I understand that I must show ID at each visit if I use the YMCA for showers only. I understand that if I am at the YMCA for a shower only, I am NOT allowed to use the facility for any other purpose (pools, fitness, gym, splash pads, or program areas). I WILL FORFEITURE THE USE OF THE YMCA IF I AM IN VIOLATION.

6. **CAREGIVERS ONLY** I understand that if I use the YMCA as a caregiver, I can only be in the facility with the member I am assisting. As a caregiver, I understand I am not to work out or be in a different part of the facility than my care recipient. I am only to help my care recipient while he/she is in the facility. I WILL FORFETURE THE MEMBERSHIP IF I AM IN VIOLATION.

7**. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the YMCA**, its directors, officers, employees, and agents (hereinafter referred to as “releasees”) from all liability to the undersigned, his/her 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 the death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.

8. **THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS** the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.

9. **THE UNDERSIGNED HEREBY AGREES TO SUPERVISE AND BE RESPONSIBLE FOR ANY MINORS ON THE ACCOUNT OR IN YOUR CARE AS A GUEST**. THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the State of North Carolina law.

10. **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.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in any activity or use of the facility, then a court of law may find me to have waived my right to maintain a lawsuit against the parties being released based on any negligence claim.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel before signing.  **I have read and understood this document and agree to be bound by its terms.**

Signature Print Name

Date \_\_\_\_ \_\_\_\_

Revised: January 2025