**MINOR LIABILITY RELEASE WAIVER & AGREEMENT**

I, in my legal capacity as the parent/guardian of the Minor, agree on his/her behalf that 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, in my legal capacity as the parent/guardian of the Minor agree on his/her behalf 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, vaping, and weapon-free facility (including conceal) and does not allow any of these on YMCA property.

2. **FEES** The legal parent/guardian is responsible for making these payments for the Minor. 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, deposits, quarterly, semi-annual, and annual payments are non-refundable or transferable.
* As the parent/guardian, I understand that any recurring drafts (bank or credit card) are taken from a pre-authorized account provided by the parent/guardian.
* I understand I must maintain membership for the entirety of the program to keep the member rate. Memberships canceled before the end of a program will result in the non-member rate being charged for the duration of the program. This includes single-season programs like sports.
* Memberships must be active at the point of registration to receive member rates.
* Membership is a monthly perpetual draft until canceled or revoked.
* Program fees (after-school, camp, swim team) are continuous throughout the program unless canceled or revoked.
* After School and RAC Swim Team is drafted monthly on the 1st of each month.
* Day Camp is drafted weekly. Drafts occur on Wednesdays prior to attending the session.
* Sports and other one-off programs are a one-time fee for each program/sports season.

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| 100% Refund | The child is withdrawn before the first day of the program, practice, or lesson and communicates in writing with the Director in advance.  |
| 75% Refund or 100% System Credit | The child withdraws after the first practice or lesson and communicates in advance with the Director in writing. |
| 50% Refund or 100% System Credit | Sports: The child withdrew before the first game and communicated in advance with the Sports Director in writing.Swim Lessons: The child withdrew before the halfway point of lessons and communicated in writing with the Director in advance.  |
| No Refund | Sports: After the first game. Swim Lesson: After the halfway point of lessons. |

* As the parent/guardian, 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 the bank charges my account.
* As the parent/guardian, 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.
* As the parent/guardian, I am responsible for checking my statements and reporting any discrepancies within 30 days to the YMCA.
* As the parent/guardian, 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 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 in which you participate. 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, in my legal capacity as the parent/guardian of the Minor, agree 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. **I, IN MY LEGAL CAPACITY AS THE PARENT/GUARDIAN OF THE MINOR 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 Minor, 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 Minor, whether caused by the negligence of the releasees or otherwise while the Minor 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.

6. **I, IN MY LEGAL CAPACITY AS THE PARENT/GUARDIAN OF THE MINOR, 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 Minor 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.

7. **I, IN MY LEGAL CAPACITY AS THE PARENT/GUARDIAN OF THE MINOR, 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.

8. **I, IN MY LEGAL CAPACITY AS THE PARENT/GUARDIAN OF THE MINOR, HAVE READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT** and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

By signing this document, I agree that if the Minor is hurt or his/her property is damaged during his/her participation in any activity or use of the facility, then a court of law may find me, the parent/guardian, to have waived all rights 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

**PARENT CODE OF CONDUCT/STATEMENT OF UNDERSTANDING
*ALL PROGRAMS***

* I understand that YMCA staff cannot babysit or transport children outside of the program without a pre-existing form on file. The YMCA will take immediate disciplinary action for violations.
* All Child Care -I understand that I am not to leave my child (ren) at the YMCA or program site unless a YMCA staff member is there to receive and supervise my child. My child must be signed in with a YMCA staff member.
	+ Late pick-up fee of $10 every 15 minutes will be charged for children not picked up by 6 p.m. for After school and/or Camp beginning at 6:01 p.m.
* All Sports—I understand that I am not to leave the YMCA or program site during practices, games, or meets unless I inform the YMCA of another on-site adult supervising my child.
* I understand that YMCA staff is required to ask for photo identification from any authorized person arriving to pick up my child.
* I understand that my child will not be allowed to leave the program with an unauthorized person. Authorized individuals must either be listed with the YMCA or arrangements must be made by calling the YMCA to inform them of a change.
* I understand that if a person who appears to be under the influence of drugs or alcohol arrives to pick up my child, staff may have no recourse but to contact the police for the child’s safety.
* I understand that local law enforcement may be contacted if the YMCA is unsuccessful in contacting any authorized person to pick up my child one hour after the program has ended.
* I understand that the YMCA is mandated by state law to report any suspected cases of child abuse or neglect to the appropriate authorities for investigation.
* I can access and request the Parent Manual for a specific program at any time, which may also be found on the YMCA web page.
* All Programs—I understand that if my child needs medication during program hours, I must complete a medication release form allowing the YMCA staff to administer it.
* All Sports-
	+ Be a Role Model: demonstrate good sportsmanship and respect for coaches, officials, and other players.
	+ Support the team: cheer for all players.
	+ Encourage fair play: teach your child to play by the rules and resolve conflicts peacefully.
	+ Avoid unsportsmanlike behavior: don’t boo, taunt or use profanity.
	+ Respect officials: don’t argue or question decisions.
	+ Avoid coaching from the sidelines: let the coach coach.
	+ Be on time.
	+ Be considerate: put the children’s well-being first and don’t encourage behaviors that could endanger them.
* The YMCA strives to serve all children. Because every person is unique, we address each request individually. Your child’s success and safety in our programs are our top priorities; therefore, we respectfully ask parents to meet with the Program Director to ensure the YMCA can meet those needs. The YMCA programs are not designed for a staff member and child to be 1:1 for any reason. Staff cannot assist children with toileting, feeding, or changing clothes.
* If your child becomes ill or injured during the program, you will be contacted as soon as possible. It is the parent/guardian's responsibility to arrange for someone to pick up immediately.

Signature Print Name

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

* Revised: January 2025