## Access / Membership Policy Restrictions

The protection of members and guests who are participating in programs or are using YMCA facilities is of paramount concern to the staff of YMCA of Kingston and Ulster County. Therefore, we reserve the right to deny access or membership to any person who:

- ⇨ is a registered sexual offender;
- ⇨ has plead guilty to or been convicted of any crime involving sexual abuse;
- ⇨ has plead guilty to or been convicted of any crime against persons such as child, spousal, or parental abuse;
- ⇨ has plead guilty to or been convicted of any offense relating to the sale or transportation of illegal narcotic, habit forming, or dangerous drugs;
- ⇨ is presently clearly under the influence of intoxicating beverages or behavior modifying drugs.

I agree that all of the information provided above is accurate.

## YMCA Code of Conduct

***Welcome to the YMCA*** where the mission is strong kids, strong families and strong communities. Character development is a means to the end. For all of us, character development is defined as providing opportunities for everyone to observe and experience the YMCA values of **respect**, **responsibility, honesty** and **caring.** Failure to recognize and support the following behavior expectations may jeopardize membership privileges.

1. Use of possession of drugs or illegal substances is not acceptable and will be reported to police immediately.
2. Respect to other members and staff is a YMCA value which everyone is expected to uphold.
3. Physical or verbal abuse, swearing, fighting and arguing are not acceptable or appropriate behaviors.
4. Abuse and misuse of equipment results in breakage, damage, the removal of equipment from service and expensive repairs. Equipment abuse cannot be tolerated at any time.
5. Appropriate exercise clothing is required for all gym, court, weight room and exercise rooms.
6. For both cleanliness and hygiene purposes food must be restricted to the vending machine and kitchen/member lounge areas only. Please dispose of your trash in our conveniently located receptacles.
7. The taking of YMCA property or the property of others is not acceptable and will be reported to the police as a theft.
8. Smoking on YMCA properties is strictly prohibited.

These are our YMCA behavior expectations for guests. Your signature indicates your recognition of these values and your agreement to support and uphold them.

## YMCA OF KINGSTON AND ULSTER COUNTY RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA 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 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 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 programs 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.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA 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 HEREBY AGREES TO THE FOLLOWING:

1. 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 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, 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.
2. 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.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of New York 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 INDEMNITYAGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

**I have read and understand the above Release.**