

# **Channel Islands YMCA** MEMBERSHIP REGISTRATION FORM & AGREEMENT

	Teen	Adult	Two Person	🔲 Family	Senior	
PRIMARY ADULT						
Legal First Name	Middle Ini	itial Legal La	st Name	E	Date of Birth	
						Male Female
Home Address				City	State	ZIP
Home Phone		Cell Phone		Cell Carrier		to receive text message update
						5 .
Emergency Contact Na	me (Required. Mus	t be outside of house	ehold)	Emergency Co	ontact Phone	Relationship
PRIMARY ACCOUN						
Email (Thank you for agree	eing to receive our p	periodic email commu	unications. We never s	hare or sell email	addresses.)	
OTHER ADULT						
Legal First Name	Middle Initi	ial Lega	l Last Name		Date of Birth	
						Male Female
Home Phone		Cell Phone		Cell Carrier		
					Check here to rec	eive text message updates
Secondary Email (For co	mmunication purpo	ses only. Thank you	for agreeing to receive	e our periodic ema	il communications. We	never share or sell email addresses.)
DEPENDENT						
Legal First Name	M.I. Leg	gal Last Name	Relationship	to Primary	Date of Birth (mm/	ˈdd/yy) Male 🛛 Female
DEPENDENT			D. L. C.	t . Duine		
		jal Last Name	Relationship	to Primary	Date of Birth (mm/	aa/yyJ
Legal First Name	M.I. Leg			,		🗖 Male 🗖 Female
Legal First Name	M.I. Leg		· · · · ·	•		🗅 Male 🗅 Female
DEPENDENT	-	and Last Name	Polationskin	-	Data of Birth (w	
DEPENDENT	-	gal Last Name	Relationship	-	Date of Birth (mm/	
DEPENDENT Legal First Name	-	gal Last Name	Relationship	-	Date of Birth (mm/	dd/yy)
DEPENDENT Legal First Name DEPENDENT	M.I. Le	-		to Primary		dd/yy) D Male D Female
DEPENDENT Legal First Name DEPENDENT	M.I. Le	gal Last Name gal Last Name	Relationship Relationship	to Primary	Date of Birth (mm/ Date of Birth (mm/	dd/yy) D Male D Female
DEPENDENT Legal First Name DEPENDENT Legal First Name	M.I. Le	-		to Primary		dd/yy) D Male D Female dd/yy)
Legal First Name DEPENDENT Legal First Name DEPENDENT Legal First Name DEPENDENT Legal First Name	M.I. Leg M.I. Leg	-		to Primary to Primary		dd/yy) Male Female dd/yy) Male Female

### Membership:

Every member over the age of 12 must have his/her photo on file with the YMCA and must show their valid YMCA access card to enter the YMCA facility. If a member has forgotten their card, they must show a photo ID to be manually checked in. Youth with no photo ID must be accompanied by an adult member that is 18 years of age or over. A Release & Waiver of Liability and Indemnity Agreement must be signed for all Facility Memberships.

### Nationwide Membership:

By participating in the YMCA Nationwide Membership Program (the "Program"), I agree that Channel Islands YMCA may share my YMCA membership information (e.q. name, address, telephone number, e-mail address, date of birth and membership status) with the National Council of Young Men's Christian Associations of the United States of America and its independent and autonomous member associations in the United States and Puerto Rico (collectively, "Y-USA") for purposes of my participation in the Program.

### **Changes in Membership:**

Any cancellations, billing information updates, payment or membership changes require written notification 30 days prior to your next draft date. All provisions of the Membership Agreement remain valid and in force regardless of payment. billing or membership changes. If a membership is canceled during a program, program member rates will be charged for said program.

The YMCA reserves the right to change membership fees. You will be notified 30 days in advance if fees are scheduled to change.

### Accounts Receivable:

It is the responsibility of the member to keep all payments to the YMCA current. If your YMCA account balance becomes more than 60 days past due, your account will be handed over to a 3rd party account management company.

### Photographic and Video Release:

In exchange for good and valuable consideration, the adequacy of which is hereby acknowledged, I hereby give Channel Islands YMCA, its volunteers, employees and any other person and entity acting with its permission the right to take, copyright, use, and publish any photographs or video of me or my child/children for the purpose of any YMCA advertising, promotion, or other purpose consistent with the YMCA mission.

I agree that any such photograph or video is the property of the Channel Islands YMCA, and I hereby waive all rights thereto. I further waive any right to inspect or approve any printed or electronic material that may be used in conjunction with the photographs or video, or to approve the use to which the photographs or video may be applied.

### Identification and SOR Screening:

Membership at any Channel Islands YMCA branch requires each individual over the age of 18 to provide at least one legal picture identification at the time of enrollment. Acceptable means of identification are: Drivers License, State Identification Card, Passport, School Identification Card, or Military Identification. At time of membership enrollment, and as needed, a photo of each adult member will be captured and added to the membership record.

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

The YMCA reserves the right to deny access or membership to any person who has been convicted of any crime involving sexual abuse or is, or has been, a registered sex offender. The YMCA reserves the right to conduct background checks on current and prospective members.

I have read and agree to all policies stated above.

Print Name: \_\_\_\_\_\_ Signature \_\_\_\_\_

Date:

### **Channel Islands YMCA Member Code of Conduct**

The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, we ask individuals to act appropriately at all times when they are in our facility or participating in our programs.

YMCA staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if assistance is needed.

#### 1. To assure a safe and pleasant visit at the YMCA:

- Please bring your facility access keytag with you every time you use the facility. If a guest, you must sign in and show a valid ID.
- · Reservations may be required for certain areas of the facility and for certain classes.
- Enrolled program participants who are not members may only participate in their program and do not have freedom to use the entire facility.
- Please secure your valuables by locking them in a locker. The YMCA is not responsible for lost or stolen items.
- Any YMCA property checked out for personal use must be returned in the same condition as borrowed. Appropriate fees will be assessed for broken, lost or stolen items.
- All YMCA equipment must be used in accordance with its intended use. Trainings and orientations are provided by signing up at the Y Welcome Center.
- Please dress modestly and appropriately for your activity. Wear closed toe shoes with non-marking soles. No heels or sandals are allowed in workout areas. Swimsuits are required in pools and spas. Clothing is required in saunas and steam rooms. Shirts are required in all program areas.
- · Children 5 years old and younger can use either locker room with adult supervision.
- Youth 12+ may enter the facility on their own with a membership, youth under 12 must be accompanied by a responsible adult member at all times unless checked into a program.
- Youth 12+ may use cardio equipment, machine weights and attend classes if following the rules and etiquette. It is recommended, but not
  required that youth 12+ have an orientation. Youth must be at least 14 years old to use the free weight area and 15 years old to use the
  hot tub, sauna or steam room.
- · Youth 8+ may use cardio equipment with a responsible adult member present if the branch offers Kids Cardio Club.
- Follow all posted rules related to specific areas and directions of YMCA staff.

### 2. Prohibited actions specifically include:

- Inappropriate attire.
- · Angry or vulgar language, including swearing, name-calling or shouting.
- Physical contact with another person in any angry, uncomfortable or threatening way.
- $\cdot \,$  Any demonstration of sexual activity or sexual contact with another person.
- $\cdot\,$  Harassment or intimidation by words, gestures, body language or other menacing behavior.
- · Interference with respect to the management or operation of the YMCA.
- $\cdot\;$  Photography, video or audio recording without prior approval of YMCA staff.
- · Representing the YMCA organization without prior permission from the YMCA.
- · Any solicitation or sales of any product including but not limited to personal training with an instructor not employed by the Y.
- · Theft or behavior that results in the destruction of property.
- · Carrying or concealing any weapons, devices or objects that may be used as weapons.
- Being under the influence of any drug, using or possessing alcohol or illegal substances on YMCA property, in YMCA vehicles, or at YMCA sponsored programs.
- The YMCA and its property is a smoke-free environment and smoking is prohibited on the property. This includes the use of any electronic cigarettes, vaporizers and tobacco products on YMCA property.
- Use of cellular phones in locker rooms or where signage indicates they are not permitted.
- 3. Loitering is not permitted in or outside the YMCA. No RV or overnight parking.
- 4. The YMCA conducts sex offender screenings. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.
- 5. The YMCA reserves the right to deny access or membership to any person who has been convicted of any crime involving sexual abuse or is, or has been, a registered sex offender. The YMCA reserves the right to conduct background checks on current and prospective members.
- 6. Members and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort or safety to refrain from such conduct. However, if a member or guest feels uncomfortable speaking to the person directly, they should report the behavior to a YMCA staff person or the Manager/Director on duty.

In order to be able to carry out these policies, we ask that members and guests identify themselves to staff when asked. The Branch Executive will investigate all reported incidents.

Suspension or termination of YMCA membership privileges may result from a determination by the Branch Executive if, in their discretion a violation of the YMCA Member Code of Conduct has occurred.

The Channel Islands YMCA Member Code of Conduct is subject to periodic review and revision by the Board of Directors. Members agree to abide by any revisions that may be adopted. A copy of the current Code will always be available on the Channel Islands YMCA website or from a YMCA staff person upon request.

Print Name:	Signature	_ Date:
Print Name:	Signature	_ Date:

## CHANNEL ISLANDS YMCA MEMBER/CHILDREN ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the Channel Islands YMCA (YMCA), and/or for his or her children listed below to so participate for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that there is widespread, ongoing transmission of novel coronavirus ("COVID-19") worldwide, including throughout Santa Barbara County and Ventura County, California. In accordance with the most recent (as of the revision date set forth above) orders and recommended guidance and protocols issued by various governmental and public health agencies, including without limitation the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the Santa Barbara County Public Health Department, and the Ventura County Health Care Agency (together, the "Public Health Agencies"), and, with respect to the YMCA's child care facilities, services and programs, the California Department of Social Services (Community Care Licensing Division), for slowing the transmission of COVID-19 (collectively, "COVID-19 Risk Mitigation Guidance"), the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YMCA (other than any exclusively online services and programs) if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the YMCA immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The YMCA has taken certain steps to implement COVID-19 Risk Mitigation Guidance for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above, enhanced cleaning and disinfecting protocols, and physical distancing measures. The COVID-19 pandemic is a challenging and fluid situation, and COVID-19 Risk Mitigation Guidance may change frequently. The undersigned acknowledges and agrees that the YMCA may revise its procedures at any time based on updated COVID-19 Risk Mitigation Guidance and further agrees to comply with the YMCA's revised procedures prior to utilizing the facilities, services, and programs of the YMCA. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the YMCA, social and physical distancing of 6 feet per person among participants (including children, caregivers and staff) is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities. services, and programs of the YMCA and acknowledges that use thereof by the undersigned and/or such participating children may, despite the YMCA's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Initial:

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, PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, PARTICIPATION IN ANY VIRTUAL OR ONLINE PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19 or any other communicable disease, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned understands and agrees that the YMCA is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

THE UNDERSIGNED agrees and acknowledges that use of the YMCA facilities and services, and participation in the YMCA programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, 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 California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART

Page 2 of 3

Initial: \_\_\_\_\_

FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 OR OTHER COMMUNICABLE DISEASES AT ANY YMCA FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

### I HAVE READ AND UNDERSTAND THIS DOCUMENT AND RELEASE

Date	e Print name	
	Signature of applicant/paren	t
	Signature of other adult	
	Name of child in program	
	Name of child in program	
	Name of child in program	



## **ELECTRONIC PAYMENT AUTHORIZATION FORM**

MEMBERSHIP - ACTIVITY - CAMP - CHILD CARE - DONATIONS

ACCOUNT HOLDER First Name	M.I.	Last Name	Member ID		
BANK ACCOUNT OPTION Account Number (last 4)	PLEASE CHEC Ro	CK ONE: CHECKING	SAVINGS		
<b>CREDIT CARD ACCOUNT OPTIC</b> Account Number (last 4)	)N PLEA	SE CHECK ONE: VISA	MC AMEX DISCOVER		
Card Issuer / Bank					
on file with the YMCA. The YM weekly for afterschool childca	ACA processes recur are and summer camp	el Islands YMCA to initiate debits to ring payments monthly based on you os. If we are unable to debit your acc YMCA reserves the right to terminate	r membership join date and ount for any reason we may		
		eported lost or stolen, expiration dat be received 10 days prior to the mo			
Membership category changes occur automatically on the next draft date following the member's age change. A teen membership will change to an Adult membership at age 19 and an Adult will change to a Senior at age 66. Membership rate changes will apply. If someone on a Family membership ages out at 24 years, they will automatically be removed from the Family membership. It is up to the member to initiate a family adult-add on charge.					
Scholarships are awarded for a term of 1 year. If a scholarship renewal is not submitted and approved prior to the end of the 1 year term the membership will automatically revert to full membership dues.					
l acknowledge that memberships are ongoing until canceled in writing. There is a 30-day notice period before a cancellation is put into effect. Therefore, I must provide a 30-day notice of cancellation prior to my next draft day by signing the appropriate cancellation form in person at the Welcome Center.					
The YMCA reserves the right to increase fees. You will be notified 30 days in advance of a fee increase.					
I understand it is my responsibility to check my account for YMCA transactions. I will notify the YMCA within 60 days of the transaction date of any transaction that appears to be in error. The transaction will be investigated and corrected if necessary.					
I understand it is my responsibility to keep all payments to the YMCA current. If my account balance becomes more than 60 days past due, my account will be handed over to a 3rd party account management company.					
I understand that I am agreeing to the terms listed in the cancellation policy of the Channel Islands YMCA.					
Account Holder's Signature			Date		
FOR OFFICE USE ONLY					
Date	Customer ID		Entered by		

CHANNEL ISLANDS YMCA Strengthening Santa Barbara and Ventura counties 105 East Carrillo Street, Santa Barbara CA 93101 – updated June 2020