

GRAND TRAVERSE BAY YMCA

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

WHEREAS, THE UNDERSIGNED, on behalf of himself or herself, his or her personal representatives, heirs, and next of kin (herein referred to as "Applicant") wishes to be permitted to enter, observe, use, or participate in the premises, facilities, equipment, and affiliated programs, without respect to location, of the Grand Traverse Bay YMCA (herein referred to as "YMCA Facilities, which includes West, South and Central locations") for any purpose; and in consideration of, and as part payment for the right to enter, observe, use, or participate in the YMCA Facilities for any purpose:

Applicant warrants that Applicant has inspected and considered, or immediately upon entering will inspect and consider the YMCA Facilities, and Applicant accepts the YMCA Facilities as being safe and reasonably suited for Applicant's entry, observation, use, or participation. Applicant further warrants that Applicant understands that it is solely Applicant's responsibility to determine whether there is any medical reason that Applicant cannot or should not enter, observe, use, or participate in the YMCA Facilities for any purpose. Applicant further warrants that Applicant takes full responsibility for Applicant's decision to use or not to use the YMCA Facilities and agrees to follow all safety instructions.

APPLICANT HEREBY RELEASES, WAIVES, AND COVENANTS NOT TO SUE FOR, AND APPLICANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE GRAND TRAVERSE BAY YMCA, ITS AFFILIATES, BRANCHES, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, SERVANTS, AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY ECONOMIC OR NON-ECONOMIC LOSSES, LIABILITIES, DAMAGES, SUITS, ACTIONS, CLAIMS, ATTORNEY'S FEES, COSTS, EXPENSES, OR DEMANDS, OF EVERY KIND AND NATURE WHATSOEVER, WHETHER FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, OR LOSS OTHERWISE, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, ARISING FROM, OR ALLEGED TO HAVE ARISEN FROM, APPLICANT'S PRESENCE, OBSERVATION, USE, OR PARTICIPATION AT OR IN THE YMCA FACILITIES, AND/OR THE PRESENCE, OBSERVATION, USE, OR PARTICIPATION OF ANY FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, AT OR IN THE YMCA FACILITIES.

APPLICANT VOLUNTARILY AGREES TO INDEMNIFY, HOLD HARMLESS, ASSUME FULL RESPONSIBILITY FOR, AND DEFEND THE RELEASED PARTIES FROM ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE WHILE APPLICANT, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, ARE PRESENT IN, OBSERVING, USING OR PARTICIPATING IN THE YMCA FACILITIES, OR ARISING OUT OF OR IN ANY WAY CONNECTED TO APPLICANT'S, APPLICANT'S FAMILY MEMBER, DEPENDENT, OR GUEST, INCLUDING ANY MINORS, ACCOMPANYING APPLICANT, PRESENCE IN, OBSERVATION OF, USE OF OR PARTICIPATION IN THE YMCA FACILITIES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, GROSS NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTIES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. FURTHERMORE, AT THE CENTRAL LOCATION, THE UNDERSIGNED RELEASES ALL RESPONSIBILITY AND HOLDS HARMLESS THE GRAND TRAVERSE COUNTY PARKS AND RECREATION DEPARTMENT; AND AT THE SOUTH LOCATION, THE UNDERSIGNED RELEASES ALL RESPONSIBILITY AND HOLDS HARMLESS GARFIELD TOWNSHIP.

Applicant assumes full responsibility for any items lost or stolen while Applicant is present in, observing, using or participating in the YMCA Facilities.

Applicant gives permission to the Grand Traverse Bay YMCA to use photographs, film footage, or tape recordings which may include Applicant's own image or voice (or that of Applicant's family member, dependent, or guest, including any minors, accompanying Applicant) for purposes of promoting any YMCA facilities.

Applicant agrees to abide by all rules promulgated by the Released Parties while Applicant or Applicant's family member, dependent, or guest, including any minors, accompanying Applicant, are present in, observing, using, or participating in any YMCA facilities.

Applicant understands that Grand Traverse Bay YMCA membership and program fees are not deductible as charitable tax contributions.

Applicant also states that Applicant is not under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, at the time of execution of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and will not be under the influence of any chemical substance, including, but not limited to, medications, illegal drugs, and/or alcohol, during the observation, use, or participation in the YMCA facilities.

Applicant further expressly agrees that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT cannot be altered in any way, and is intended to be as broad and inclusive as is permitted by Michigan law, and that if any portion of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is held invalid, Applicant agrees that the balance shall, notwithstanding, continue in full legal force and effect.

Applicant fully understands that Applicant's entrance, observance, use, or participation of or in the YMCA facilities is entirely voluntary. Applicant has read and understood this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, has voluntarily signed this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and agrees that no oral representations, statements, or inducement apart from this written agreement have been made to Applicant.

Sex Offender Screening Notice. The Grand Traverse Bay YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access. Please note, this policy has been in place and continues to be our policy.

NAME OF APPLICANT (PLEASE PRINT)

EMAIL ADDRESS

YMCA MEMBER #

X _____
SIGNATURE OF APPLICANT

DATE

GRAND TRAVERSE BAY YMCA

IMPORTANT!



MEMBERSHIP GUEST PRIVILEGES

Each membership type comes with three free guest passes per membership year. *Three per membership NOT each member. The guest passes renew each membership year automatically. Guest must be accompanied by the member and are kept track digitally on the membership account.



NATIONWIDE MEMBERSHIP:

The Nationwide Membership enables Y members to visit any participating YMCA in the United States.



REFUNDS AND CREDITS

There are no refunds on joiner fee. There are no refunds on an annual membership unless a life changing event has occurred. We offer refund request forms for programs at the Member Services desk. The refund request form is simply a request, at the discretion of the program director, and is not guaranteed.



CANCELLATION

To cancel your membership, a cancellation form must be completed and returned to the Member Services Desk. The cancellation form must be submitted at least 30 days prior to intended termination date. This means you will be drafted once more, and will have full access to the Y facilities for the corresponding time period.



BANK CHANGES

Please allow 30 days for all bank changes to go through. The Grand Traverse Bay YMCA is not responsible for any service or overdraft charges.



HOLDS

A member may place their membership on hold once in a twelve month period as little as a month and at most six months. There is a ten dollar a month hold fee that will be applied. The hold fee can either be paid in full at the time of submitting the hold form or scheduled monthly. There are no refunds on hold fees. A hold form must be submitted at least two weeks before the start of the hold or next draft date.



MEDICAL HOLDS

We offer medical holds to members with a doctor's note or doctor's signature on our medical hold notice. A medical hold is at no cost to the member. Any medical hold over six months needs approval. A medical hold must be submitted at least two weeks before the start of the hold or the next draft date.