

# 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.

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and it is believed to spread from person-to-person contact. The Grand Traverse Bay YMCA cannot guarantee that you will not become infected with COVID-19 as a result of your entry into the Grand Traverse Bay YMCA facilities. By signing below, I agree and understand the above and release the Grand Traverse Bay YMCA from any and all liability for unintentional exposure or harm due to COVID-19.

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 includes five complimentary guest passes. Guest passes are tracked digitally by YMCA staff on each membership account and renew automatically each membership year. Members must accompany guests at all times.



### NATIONWIDE MEMBERSHIP

A perk of membership at the Grand Traverse Bay YMCA is Nationwide access, which gives Y members access to any participating Y across the U.S.



### REFUNDS AND CREDITS

Regardless of facility usage, joiner fees and membership dues are non-refundable. Program refund requests may be approved at the discretion of program directors.



### CANCELLATION

To cancel a monthly membership, members must submit a 30-day written notice. Therefore, you will be drafted one last time at the full membership rate even if a membership is on hold at the time of cancellation. Members retain full access to Y facilities for the corresponding time period. Cancellation forms are available at the Membership Services Desk.



### BANK CHANGES

Please allow 30 days for all bank changes to process. 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 12-month period, suspending membership for one to four months at a time. A \$20 hold fee will process on the member's draft date if not paid in full when the hold is requested. Hold fees are non-refundable. Requests may take up to 15 days to process.



### MEDICAL HOLDS

Members are welcome to suspend membership for up to six months at no cost if they provide a doctor's note or a medical hold form signed by their physician. Medical holds may take up to 15 days to process.