



276 Church Street • Newton, MA 02458 • (P) 617-244-6050  
(F) 617-964-8472 • www.wsymca.org

## West Suburban YMCA

### APPLICATION FOR MEMBERSHIP

First: \_\_\_\_\_ M.I. \_\_\_\_ Last: \_\_\_\_\_

Preferred Name: \_\_\_\_\_ Please circle one: Male Female Non-binary Gender Pronoun: \_\_\_\_\_

Phone: \_\_\_\_\_ Other Phone: \_\_\_\_\_

Local Address: \_\_\_\_\_ Birth Date: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email: \_\_\_\_\_

Employer/School: \_\_\_\_\_ Occupation: \_\_\_\_\_

Race/Ethnicity (Optional): \_\_\_\_\_

Were you referred by a West Suburban YMCA Member? Name: \_\_\_\_\_ ID: \_\_\_\_\_

#### Family Membership Information

Name (Last if different)	Preferred Gender	Birthdate	Relationship	Employer/Occupation

**Membership Type:** \_\_\_\_\_ Youth (ages 0 – 12; \$21.50/month) \_\_\_\_\_ Senior (ages 65+; \$64/month)  
 \_\_\_\_\_ Teen (ages 13 – 19; \$31.50/month) \_\_\_\_\_ Senior Couple (2 adults, 65+ only; \$100/month)  
 \_\_\_\_\_ Young Adult (ages 20 – 26; \$43/month) \_\_\_\_\_ One Adult Family (1 adults; includes kids ≤26; \$100/  
 \_\_\_\_\_ Young Professional (ages 27 –35; \$56/month) month  
 \_\_\_\_\_ Adult (ages 36 – 64; \$68/month) \_\_\_\_\_ Two Adult Family (2 adults; includes kids ≤26; \$120/month)  
 \_\_\_\_\_ Couple (2 adults, 18+ only; \$107/month)

#### IN CASE OF EMERGENCY Please Notify:

Name: \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_  
 Name: \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_

#### How did you learn about the WSYMCA?

Website \_\_\_ Mailing \_\_\_ Chamber of Commerce \_\_\_  
 Family/Friend \_\_\_ Social Media \_\_\_ Other \_\_\_\_\_

Member's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Required if member is under the age of 18)

#### STAFF ONLY-PLEASE TURN FORM OVER

Total Due \$ \_\_\_\_\_ Payment Type: Card Cash Check (# \_\_\_\_\_) Membership Type \_\_\_\_\_ Member ID \_\_\_\_\_ Form of ID(type) \_\_\_\_\_

Trust and Verify Y or N    Fit Connect Y or N    Raptor Y or N    Enrolled By \_\_\_\_\_ Date: \_\_\_\_\_

Corporate Affiliation: \_\_\_\_\_    Verified By \_\_\_\_\_ Date: \_\_\_\_\_

## West Suburban YMCA 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 participation, 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 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 releases 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 Commonwealth of Massachusetts 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 INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

### Monthly Membership Policies: PLEASE CHECK OFF

30-day Money Back Guarantee: If you are not satisfied with your membership experience within the first 30 days of joining, we will refund your prorated amount paid at sign up. Reason(s) for cancellation must be submitted in writing to the Director of Membership within the first 30 days of membership and an in-person or phone conversation must occur before cancellation will take effect.

I agree that my bank/credit card statement will be my receipt for my membership payments. Monthly drafts will begin on the 15<sup>th</sup> of the month following my sign-up date. A prorated amount must be paid to begin membership.

I understand that the YMCA may, at their discretion, adjust the monthly rate applicable to my category of membership; I understand that I will be sent written notice at the most recent address I have provided to the YMCA at least 30 days prior to any change.

I understand and agree that it is my responsibility to keep my address current with the West Suburban YMCA.

Should my bank/credit card company, for any reason, not honor a monthly membership draft, I understand that I am still responsible for that payment plus a \$20 service charge. This is in addition to any service fee my bank or Credit Card Company may impose.

I understand that two or more consecutive months of outstanding dues payments can result in termination of membership.

I understand and agree it is my responsibility to send written notification of any changes to my bank/credit card account.

To freeze my account requires a seven-day written notice. Membership can be frozen for a minimum of (1) month—maximum of three (3) months per calendar year. Monthly payment drafts resume on the next 15<sup>th</sup> day of the month.

I agree that the West Suburban YMCA may use photographs and video of me with or without my name and for any lawful purpose, including but not limited to such purposes as publicity, illustration, security, advertising, and web content.

I understand that applying to be a member of the West Suburban YMCA will subject me to sex offender screening and possible denial or revocation of membership privileges.

I understand that memberships are non-refundable and non-transferable.

I understand that my membership is perpetual and that my membership will remain in effect until I carry out the procedures, noted on the previous page, necessary for termination.

## Terms and Conditions

### CANCELTION POLICY: Please Initial

I understand that this agreement does not automatically cancel. I understand that I must give written notice of termination at least 15 days before the next automatic draft date to further billing.  (member/guardian initial here)

### CONSUMER RIGHTS TO CANCELTION

You may cancel this contract without any penalty or further obligation by causing a written notice of your cancellation to be delivered in person or postmarked by certified or registered United States mail within three (3) business days of the date of this contract initiation or the date of your receipt to the address specified in the contract.

I have read and understood the above requirements for termination and the member code of conduct.  (member/guardian initial here)

I have read and comply with the release and waiver of liability, the indemnity agreement and membership policies.  (member/guardian initial here)

(If prorated amount was subsidized with Trust and Verify) I understand that I must submit a complete Financial Aid application within two weeks of today's date or else my monthly rate will revert to the unsubsidized amount.  (member/guardian initial here)

## West Suburban YMCA Liability Waiver

**PLEASE READ CAREFULLY. THIS DOCUMENT EFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE WEST SUBURBAN YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE.**

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.

### Assumption of Risk

I acknowledge and agree that any use of The West Suburban YMCA facilities, services, equipment and premises ("Facilities") and any participation in The West Suburban YMCA programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

### Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that The West Suburban YMCA, it's officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees"), will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness, or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

**Member's Signature:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_  
(Required if under the age of 18)

**Date:** \_\_\_\_\_

# West Suburban YMCA

## CODE OF CONDUCT FOR MEMBERS

The West Suburban 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 adhere to this Code of Conduct when in our facilities and/or participating in our programs. We expect persons using the YMCA to behave in a mature and responsible way and to respect the rights and dignity of others. Our Code of Conduct does not permit any action that can hurt or frighten another person or that falls below a generally accepted standard of conduct.

YMCA staff members are always available to assist with Code of Conduct matters. All reported incidents will be reviewed by YMCA Management. When a violation of the Code of Conduct has occurred, the decision to suspend or terminate YMCA membership privileges will be made by YMCA Management. Member privileges may be suspended or terminated by the West Suburban YMCA or other disciplinary action may be taken which is deemed appropriate by the West Suburban YMCA under any of the following conditions:

- Failure to clean any equipment immediately after use
- Failure to wear face covering in the building if not fully vaccinated
- Inappropriate attire including offensive wording on shirts or accessories, or other attire deemed inappropriate in a family environment
- Angry or vulgar language including swearing, name calling or shouting
- Physical contact with another person in an angry or threatening way
- Any demonstration of sexual contact or activity
- Harassment or intimidation by words, gestures, body language or any other menacing behavior
- Theft or behavior which results in the destruction of property
- Conduct of an inappropriate, threatening, or offensive nature
- Loitering inside or outside the YMCA
- Violation of safety and security procedures
- Smoking or the use of tobacco while on YMCA property
- Bizarre or offensive comments regarding violent events and/or behavior
- The spreading of malicious rumors
- Using or possessing illegal chemicals or alcohol in or on YMCA property or at YMCA sponsored programs
- Carrying or concealing any weapons or devices/objects which may be used as weapons
- Purposely creating conflict with a staff, volunteer, participant, or member
- Staff / members will not give gifts (even small gifts), keep secrets, or show favoritism to individuals
- Submitting false information on the Membership Application
- Failure to adhere to policies of respective areas in the YMCA (Pool, Wellness Center, Gym, etc.)
- Unauthorized use of a member's membership card or account
- Failure to pay dues, fees, charges, or any other amount owed to the West Suburban YMCA in a proper and timely manner.
- Treats the staff or employees at the West Suburban YMCA in an unreasonable or abusive manner (including but not limited to sexual harassment)
- Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the West Suburban YMCA, and its members, or employees
- Discrimination against or harassment of a staff member, volunteer, participant or member because of race, color, age, creed, sex, sexual preference, national origin, or disability
- Members are not permitted to contact YMCA staff via personal contact information, including, but not limited to email, instant messaging, text messaging, cellular/regular phone calls, social networking pages or other communication vehicles.
- Convicted and/or registered sex offenders are excluded from membership and program participation at the West Suburban YMCA, and offenders shall not enter onto YMCA property or loiter in the vicinity of YMCA programs and activities.
- Any member of the West Suburban YMCA whose membership privileges have been terminated for any reason shall only be eligible for readmission upon approval by the West Suburban YMCA at its sole discretion. Any member of the West Suburban YMCA whose membership privileges have been terminated for submitting false information on the application shall not be eligible for readmission to membership.
- Any member of the West Suburban YMCA whose membership privileges have been restricted or suspended for any reason, shall not be entitled to the repayment of any initiation fees, dues, or other charges. During the restriction or suspension, dues, fees, and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
- This Code of Conduct and other rules and regulations enacted by the West Suburban YMCA may be amended with or without notice.

Participant Name Printed: \_\_\_\_\_

Date: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_