

Mexico Area Family YMCA

Premium Membership

Rules and Regulations

1. When entering and leaving the YMCA after hours, all members must use the North entrance of the Wellness Center. The front doors are not to be used except in emergency situations only.
2. Premium members are only allowed access to the Wellness Center and the front lobby bathroom area.
3. Premium members are not to allow anyone into the building after normal hours. Violation of this policy will result in termination of Premium membership.
4. Fobs are assigned to one member. If a fob is used by someone other than the person assigned, Premium membership will be terminated.
5. The telephone at the front desk is available for emergency calls only to 911. All incoming and outgoing phone calls will be monitored and traced.
6. Premium members must be age 19 or older.
7. Practice proper safety when using equipment.
8. Equipment is to be put away when you are finished with it. No dropping, throwing, or banging of weights is allowed under any circumstance.
9. Spray and wipe down equipment when finished.
10. Premium members must wear appropriate attire (shoes, shirt, shorts or pants) suitable for working out.
11. Each Premium member must maintain their membership in good standing. Paying late or insufficient funds will result in your premium membership being terminated until proper payment is received in full.
12. Premium members accept full responsibility for all personal property brought into the YMCA. The YMCA is not responsible for any lost or stolen items brought in.
13. Exterior door is not to be propped open for any reason.
14. No personal stereos are allowed in the YMCA. If you are bringing a personal device to listen to, you must use headphones with that device.
15. There is a first aid kit located on the shelf by the doors to the wellness center. For any serious injuries, use the telephone at the front desk and call 911. It is the members responsibility to report any injury (major or minor) to the YMCA Administration Staff.
16. Premium memberships are in conjunction with each member's membership contract. 7 days written notice is required for termination of membership.
17. No day passes or guest passes may be used in conjunction with the Premium membership.
18. No food is allowed to be brought into the Wellness Center.
19. No verbal or physical abuse towards others members.
20. No swearing or foul language.
21. NO SMOKING OR ALCOHOL ALLOWED ON THE PREMISES!
22. The Mexico Area Family YMCA reserves the right to add, delete, change, or modify any rule or rules at any point as they deem necessary.

Failure to follow ALL of the rules and regulations listed above will result in suspension of membership, or potentially, termination of membership.

**The Mexico Area Family YMCA and the surrounding premises
is under 24 hour recorded video surveillance.**

Premium Membership Agreement

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in YMCA activities, and for other good and valuable consideration, I hereby agree to **release and discharge from liability** arising from negligence **Mexico Area Family YMCA** and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in YMCA activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. **I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees.** My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. **I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct.** Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**

By signing below, you are agreeing to pay the additional \$5/month Premium membership fee using the payment method on file for your regular membership fees.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Date _____