



# GREATER WATERBURY YMCA

## Program Participant Form

### PRIMARY PARENTS OR GUARDIANS INFORMATION: (MUST PROVIDE DRIVER'S LICENSE OR A VALID FORM OF ID)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Suffix (Sr., Jr.) \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_ Race: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Contact's Phone #: \_\_\_\_\_

**DEMOGRAPHIC INFORMATION-** As a non-profit agency, the YMCA relies on various federal and local funding sources that require the following information as part of the grant application process. All information is confidential.

**HOUSEHOLD INCOME** ☐ below \$15,000 ☐ \$15,000-\$24,999 ☐ \$25,000-\$39,999 ☐ \$40,000- \$54,999 ☐ \$55,000 or more

**PRIMARY LANGUAGE:** ☐ English ☐ Spanish ☐ Albanian ☐ Portuguese ☐ Other: \_\_\_\_\_

### AGREEMENT: LIABILITY WAIVER & CODE OF CONDUCT

I, understand and agree on behalf of myself, others on my membership and/or guests, to abide by the following policies and procedures in consideration for my membership to the Greater Waterbury YMCA. (YMCA)

The YMCA reserves the right to deny access, reject, or cancel any application or membership of any person. This includes, but is not limited to, any person known to have been accused or convicted of any crime involving child abuse, sexual abuse or is a registered sex offender. By signing this form, you certify that neither you nor anyone on your membership has been accused or convicted of a criminal offense listed above. I understand that the Greater Waterbury YMCA employees, agents, and assigns, have the right to videotape or photograph me and use my picture, voice, quotes, silhouette and other reproductions of my physical likeness (as the same may appear in any still camera photography and/or motion picture film/video), in and in connection with the advertising, promoting and communications for YMCA purposes only. I understand that while exercise is instrumental to maintaining good health, use of the facilities at the YMCA incurs some potential risk. In consideration for being allowed to participate in activities and to use the equipment and facilities at the YMCA, I assume the risk of all such usage and further agree to hold harmless the YMCA and its staff members from any and all claim suits, losses, or related causes of action for damages, including but not limited to, such claims that may result from my injury or death, accidental or otherwise, during, or arising in any way from exercising or using the facilities at the YMCA. I understand the YMCA is not responsible for lost or stolen items. I further understand the YMCA has the right to revise policies and procedures without notice.

Code of Conduct:

- Members shall always act appropriately when in the YMCA's facility or participating in its programs.
- Members are responsible for their personal comfort and safety.
- Members should report inappropriate behavior to a staff person or the Building Supervisor on duty.
- Members shall not cause disruption to membership or programs.
- Members and/or guests shall not use the premises and/or services of the YMCA for any form of compensation.
- Members and/or guests shall identify themselves to staff when asked.

I have read and understand the liability waiver and code of conduct

**Signature of Applicant:** \_\_\_\_\_

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

### TERMS OF PROGRAM PARTICIPANTS

- Any adult who is entering the YMCA must have a Driver's License or State ID. If no form of Identification is provided then the adult must leave the facility.
- Every adult will be scanned thru the Sex Offender Registry and must always use their own scan card or driver's license to enter the facility.
- Only one scan card will be provided to each adult. If the scan card is lost then the adult must download the Greater Waterbury YMCA app "Daxko" to scan their card.

#### Refund Request Policy:

1. Program fees will be credited/refunded in the event the YMCA cancels a class due to insufficient enrollment or a facility conflict and will be processed by the appropriate Program Director.
2. All other requests will be based on when a Program Director is notified:
  - a. If notified before class begins, 100% credit/refund less \$10 service charge.
  - b. If notified after one class meeting, 75% credit/refund.
  - c. If notified after two class meetings, 50% credit/refund.
3. Credits or Refunds will not be given to participants who fail to attend classes.
4. Checks returned for insufficient funds will be subject to a \$25 service fee.
5. All refunds will be processed through our Business Office and checks will be mailed. This may take up to 1 week to process.

This agreement is only valid for one calendar year and every year a new form must be filled out. I have read and understand the terms of participation of YMCA programs.

Signature of Applicant: \_\_\_\_\_

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

#### SECONDARY PARENT/GUARDIAN INFORMATION: (ADULT MUST PROVIDE VALID ID)

MEMBERSHIP BARCODE: \_\_\_\_\_

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Suffix \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Contact's Phone #: \_\_\_\_\_

FULL NAME	GENDER	DATE OF BIRTH

#### Office Use Only

Membership Card: \_\_\_\_\_ Staff: \_\_\_\_\_ Date: \_\_\_\_\_ Processed by: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_

# Adult Participant Release & Waiver of Liability and Indemnity Agreement

**PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE GREATER WATERBURY YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR.**

## **Assumption of Risk**

I acknowledge and agree that any use of The Greater Waterbury YMCA facilities, services, equipment and premises (Facilities) and any participation in The Greater Waterbury 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 Greater Waterbury YMCA, its 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.

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**Member Name (Print Clearly)**

**Member Signature**

**Date**

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**Member Name (Print Clearly)**

**Member Signature**

**Date**

# Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

**PLEASE READ CARFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING GREATER WATERBURY YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE**

## Assumption of Risk

I, in my legal capacity as parent/guardian of the minor named below ("Minor"), acknowledge and agree that any use of **Greater Waterbury YMCA** facilities, services, equipment and premises ("Facilities") and any participation in **Greater Waterbury 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, for myself and Minor, 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 Minor's use of Facilities and participation in Programs I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that **GREATER WATERBURY YMCA**, its 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 Minor, however occurring including, but not limited to, the negligence of Releasees. I understand that Minor and 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, in my legal capacity as the parent/guardian of Minor, on behalf of Minor, 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 Minor, myself, 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, disease 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, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor 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.

MINOR NAME (PRINT CLEARLY)	DOB	DATE
MINOR NAME (PRINT CLEARLY)	DOB	DATE
MINOR NAME (PRINT CLEARLY)	DOB	DATE
MINOR NAME (PRINT CLEARLY)	DOB	DATE
PARENT SIGNATURE	PARENT NAME (PRINT CLEARLY)	DATE