

FOOTHILLS AREA YMCA GENERAL MEMBERSHIP AGREEMENT

MEMBERSHIP AGREEMENT

In consideration from being permitted to utilize the facilities, services and programs of the YMCA, the undersigned, on behalf of himself or herself and his or her heirs, personal representative and next-of-kin, does hereby agree to the following:

I acknowledge and agree to the following:

1. To abide by the rules and Consumer Code of Conduct (listed below)
2. All members are required to present a valid membership card for identification when using the FOOTHILLS AREA YMCA
3. Suspension or termination of FOOTHILLS AREA YMCA membership privileges may result from a violation of the Member Code of Conduct, at the discretion of the CEO.
4. Any membership that lapses for three months or more will be assessed another Joining Fee to rejoin.
5. All fees paid for membership, including Joining Fee, are non-refundable.
6. All credits on an account expire one year from the issue date.
7. All members, staff, and guests of The FOOTHILLS AREA YMCA are required to present state/government issued photo ID to enter the facility and agree to have their name ran against a registered sex offender registry list to create a safe environment for all.
8. I understand that NO PETS shall be brought to the FAYMCA's programs, facilities, grounds, athletic fields, vehicles and/or any other venue owned or leased by the FAYMCA (leashed or otherwise).

BANK DRAFT/EFT MEMBERSHIP

- I have given my authority to the above named bank/credit card company to honor preauthorized drafts drawn by the FOOTHILL AREA YMCA on my account for the activity payments indicated above.
- I understand the Y's transmission of a preauthorized draft to the bank as payment becomes due and shall constitute valid notice of such payment due on the above named activity. When the bank/credit card company honors the draft by charging my account, such draft shall constitute my receipt for the payment.
- Should any preauthorized draft not be honored by said bank/credit card company when received by them, then it is understood that the payment is to be made by me within 15 days in the amount of said payments. Bank draft/Electronic Fund Transfer (EFT) for membership is a continuous plan. I understand that the draft will be resubmitted to my bank at the next available Y draft date to collect for that draft payment.
- I further understand that all account information changes must be to the Y with 7 days written notice in advance of the draft I want the change to occur.
- Membership Dues give access to Cottingham Campus and, programs, and/or services and are not based on usage of the facility, program, and/or services.

- I understand the membership payment will remain in effect until I initiate its termination.
- Bank draft/EFT for a charitable contribution is not a continuous plan. I understand that payment withdrawals will remain in effect until I have paid the full balance of my contribution. Thereafter, the bank draft / EFT will stop.

MEMBERSHIP TERMINATION - A 30 day notice is required for termination. All fees paid for membership; including joining fees, are non-refundable. I understand that all balances on my account must be paid for before I can terminate my account.

PHOTO & LIKENESS RELEASE

I hereby authorize the Foothills Area YMCA to take my picture and the picture of all other members on my account. I also hereby consent to the unrestricted use of photograph(s), videotape(s), audiotape(s), testimonial(s) or other likeness of me, with or without inclusion of my name, by the FOOTHILLS AREA YMCA for any lawful purpose, including but not limited to publication in any advertisement or article of any type and description, social media, and THE FOOTHILLS AREA YMCA materials.

GENERAL LIABILITY WAIVER

IN CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA OR RELATED ENTITY FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT. 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, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees 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 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.

NATIONWIDE MEMBERSHIP LIABILITY WAIVER

By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law. The 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.

CONSUMER CODE OF CONDUCT

Our organization's top priority is keeping consumers safe. Any form of abuse or mistreatment of consumers, children, employees, and volunteers is prohibited. Consumers shall not abuse or mistreat employees, volunteers, or other consumers in any way. Use of abusive language, obscene or profane language, including racial, religious or sexual references directed at other people will not be tolerated. It is important to treat others as you would like to be treated. Consumers shall not engage in the verbal or emotional abuse or mistreatment of other consumer, employees, or volunteers.

Appropriate Verbal Interactions for Adolescent and Teenage Consumers: Appropriate Jokes, Encouragement, Praise

Inappropriate Verbal Interactions for Adolescent and Teenage Consumers: Name-Calling, Bullying, Ridicule or Humiliation, Discussing sexual encounters, Cursing, Hazing, Off-Color or sexual jokes, Shaming, Belittling, Derogatory remarks, Harsh language that may frighten, threaten, or humiliate another consumer, or Inappropriate games such as *Truth or Dare* and *Never Have I Ever*

Consumers shall not engage in the physical abuse or mistreatment of other consumers, employees, or volunteers.

Appropriate Physical Interactions for Adolescent and Teenage Consumers: Side hugs, Shoulder-to-Shoulder or "temple" hugs, Pats on the shoulder or back, Handshakes, High-Fives or hand slapping, Verbal praise, Pats on the head when culturally appropriate, Touching hands, shoulders, and arms, Arms around shoulders

Inappropriate Physical Interactions for Adolescent and Teenage Consumers: Full frontal hugs, Kisses, Showing affection in isolated areas, Lap sitting, Wrestling, Piggyback rides, Tickling, Exposing oneself, Any type of massage given by or to a consumer, Any form of affection that is unwanted by the consumer or the staff or volunteer, compliments related to

physique or body development, Touching bottom, chest, or genital areas, Hitting, Spanking, Shaking, Slapping, Unnecessary restraints, Viewing or showing others pornographic material

Personal Relationships

Appropriate personal relationships between consumers are encouraged. However, our organization strongly discourages romantic relationships between consumer participants while in programming. Consumers are not permitted to hold hands, sit on others' laps, use full-frontal hugs, or kiss other consumer participants while in programming.

There should never be, under any condition, a romantic or otherwise personal relationship between a consumer participant and an employee or volunteer.

One-on-one Interactions

Most abuse occurs when an adult is alone with a consumer, or when a consumer is alone with another consumer. Our organization aims to eliminate or reduce these situations and prohibits private one-on-one interactions unless approved in advance by the organization administration. If you observe one-on-one interactions between employees and consumers, you should report this to a Program Supervisor or call a member of the Child Protection Committee at 864-280-7658 or the Anonymous Helpline at 855-347-0751.

Electronic Communication

All communication between employees/volunteers and consumers must be approved by a consumer's parents/guardians and must be in an open electronic environment. The "Rule of Three" must be observed in all electronic communications between consumer and employees/volunteers. For example, there should be two employees/volunteers included in text messages and emails with consumers. Direct, private messaging between consumers and employees/volunteers is not allowed.

Consumer participants will comply with the organization's policies governing the use of personal mobile communication devices. Consumer participants are not permitted to share cell phones with other consumer participants.

Alcohol, Drugs, and Tobacco

Possession and/or use of alcoholic beverages, drugs and tobacco products while at the organization is strictly prohibited. Consumers will not be permitted to participate in any program while under the influence of alcohol, drugs, or illicit substances. Parents/guardians will be notified as appropriate.

Weapons

We want our organization to be a safe place for consumers, children, and families. Weapons and items that may be considered weapons are prohibited. Anyone found to be in possession of such items will be required to leave and the items will be confiscated. This includes laser

pointers. Parents/guardians, and/or the authorities will be notified as appropriate. The Foothills AREA YMCA does not allow members, program participants, guests, etc. to bring weapons into the YMCA's facilities, athletic fields and/or any other venue owned or leased by the YMCA. This policy includes concealed or open carry in line with signage placed in each of the YMCA's front entrances. Exceptions to concealed or open carry may include: Certified and sworn municipal, state or federal police officers (YMCA staff have the right to ask for credentials upon entry). Failure to comply with the YMCA's weapons policy can result in termination of YMCA membership/program privileges.

Violence

Our organization seeks to provide a safe environment for individuals in our community. Violence and threats of violence will not be tolerated at the Foothills Area YMCA, on our grounds, in organization facilities, in other facilities being utilized by our organization, or during FAYMCA sponsored activities and events. Employees are available to assist in the resolution of differences.

Disruptive Behavior

We take pride in the appearance of our organization and we always want to ensure members are safe. Inappropriate or disruptive behavior is not permitted in our organization. This includes, but is not limited to, graffiti, littering, spitting, or throwing objects that could intentionally or unintentionally harm others or cause disorder.

Bullying

Our organization will not tolerate the mistreatment or abuse of one consumer by another consumer. Bullying is aggressive behavior that is intentional, is repeated over time, and involves an imbalance of power or strength. Bullying can take on various forms including:

1. *Physical bullying* – when one person engages in physical force against another person, such as by hitting, punching, pushing, kicking, pinching, or restraining another.
2. *Verbal bullying* – when someone uses their words to hurt another, such as by belittling or calling another hurtful name.
3. *Nonverbal or relational bullying* – when one person manipulates a relationship or desired relationship to harm another person. This includes social exclusion, friendship manipulation, or gossip. This type of bullying also includes intimidating another person by using gestures.
4. *Cyberbullying* – the intentional and overt act of aggression toward another person by way of any technological tool, such as email, instant messages, text messages, digital pictures or images, or website postings (including blogs). Cyberbullying can involve:
 1. Sending mean, vulgar, or threatening messages or images.
 2. Posting sensitive, private information about another person.
 3. Pretending to be someone else in order to make that person look bad; and
 4. Intentionally excluding someone from an online group.

5. Hazing – an activity expected of someone joining or participating in a group that humiliates, degrades, abuses, or endangers that person regardless of that person's willingness to participate.
6. Sexualized bullying – when bullying involves behaviors that are sexual in nature. Examples of sexualized bullying behaviors include sexting, bullying that involves exposures of private body parts, and verbal bullying involving sexualized language or innuendos.

Anyone who sees an act of bullying, and who then encourages it, is engaging in bullying. This policy applies to all consumers, employees, and volunteers.

Reporting

Because our organization is dedicated to maintaining zero tolerance for abuse, it is imperative that everyone, including consumers, actively participates in the protection of consumers. If a consumer observes any suspicious or inappropriate behaviors and/or policy violations on the part of other employees, volunteers, or other consumers, it is their personal responsibility to immediately report their observations. Remember, at our organization, the policies apply to everyone.

Examples of Suspicious or Inappropriate Behaviors Between Employees/Volunteers and Consumers: Violation of any abuse prevention policies outlined by the organization, Seeking private time or one-on-one time with consumer, Buying gifts for individual consumer, Making suggestive comments to consumer, Picking favorites

Consumers are encouraged to report concerns or complaints about other employees and volunteers, other adults, or consumers to a supervisor who can be reached at 864-280-7658 or the Anonymous Helpline at 855-347-0751.

Printed Name: _____

Signature: _____

Date: _____