

FAMILY WELLNESS MEMBERSHIP APPLICATION

MEMBER INFORMA	TION												
First Name	· · · · · · · · · · · · · · · · · · ·	1	M.I.	Last N	Nam	e			Birtho	late		Gender (circle)	_
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Printed Name(s) Date													
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MEMBER CODE OF CONDUCT

We are committed to providing a safe, healthy, welcoming atmosphere for our members and guests, while respecting each individual's privacy. We expect persons using the facilities to follow facility policies and use the Character Development values of CARING, HONESTY, RESPECT AND RESPONSIBILITY in their conduct and relationships with others.

MEMBER CODE OF CONDUCT PROHIBITS:

The unauthorized use of cell phones, cameras, or PDA's to take photographs or videos of members or staff in locker rooms, pools or anywhere within the facilities; inappropriate attire: appropriate attire is to be worn at all times in activities; vulgar language including swearing, shouting or name-calling; bullying, harassment, intimidation or threatening conduct; theft or behavior which results in destruction of property; any demonstration of sexual contact or activity; improper contact with minors; physical contact with another person in any angry or threatening way; the use of chemicals, tobacco or alcohol on the properties or in activities; unauthorized solicitation; carrying concealed weapons or objects that may be used as a weapon.

Members and guests are encouraged to take personal responsibility and look out for their own safety. If a member or guest observes a problem or encounters a situation they are uncomfortable with they are to report this to the staff or the Member Service Desk. PLEASE SEEK ASSISTANCE FROM STAFF IF NEEDED.

We reserve the right to terminate any person's membership for any reason at any time. A written appeal process is available for members. We reserve the right to refuse any guest's privilege to use the facilities at any time and for any reason.

RELEASE WAIVER OF LIABILITY AND INDEMNITY

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of Family Wellness or the YMCA for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with Family Wellness, or the YMCA, 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 Family Wellness or 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 program 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.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER FAMILY WELLNESS AND THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH FAMILY WELLNESS OR THE YMCA. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE Family Wellness or the YMCA, their respective directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his or her 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 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 Family Wellness or the YMCA.
- 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 Family Wellness or the YMCA premises or in any way observing or using any facilities or equipment or participating in any program affiliated with Family Wellness or 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 releasee or otherwise while in, about or upon the premises of Family Wellness or the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Family Wellness or the YMCA.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Dakota and that if any portion thereof is held invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full legal force and effect.

MEMBERSHIP AGREEMENT

- Family Wellness, at its discretion may adjust the membership rates and the reciprocal membership. I understand that I will receive at least four weeks notice prior to any change.
- It is the responsibility of every individual or their parent or guardian to provide their own accident and health coverage while participating in Family Wellness or YMCA activities. Neither accident nor health coverage is provided for participants by Family Wellness or the YMCA.
- Due to the nature of our membership, it is the policy of Family Wellness and the Missouri Valley Family YMCA to deny membership to any registered sex offender and to terminate the membership of any member who is required to register as a sex offender.
- Family Wellness and The YMCA reserve the right to terminate any person's membership for any reason at any time.

Memberships are nonrefundable, including paid in full, automatic draft and all other payment methods.

TO THE BEST OF MY KNOWLEDGE, ALL THE INFORMATION PROVIDED IS CORRECT AND MAY BE VERIFIED BY FAMILY WELLNESS. I HAVE READ, UNDERSTAND AND AGREE TO THE CODE OF CONDUCT, THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY, AND THE MEMBERSHIP AGREEMENT.

MEMBER SIGNATURE (OR PARENT/GUARDIAN)	DATE	

MEMBERSHIP TYPE			MBERSHIP ADD-ONS	PAYMENT METHOD			
Youth	Silver Sneakers		Fitness Locker Room		Auto Bank Draft/Credit Card		
Student	Silver & Fit		Child Watch – Single Child		Annual		
	Single Parent House-						
College	hold		Child Watch – Family-2 or more children		Semi-Annual		
Adult	Household				Corporate Group		
Senior Adult	Senior Household	Co	mments:				
				Sta	ff Initials: Date:		