

RELEASE WAIVER OF LIABILITY & INDEMNITY

IN CONSIDERATION of being permitted to utilities the facilities, services and programs of the YMCA or Family Wellness for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA or Family Wellness, the undersigned for himself or herself and any personal representatives, heroes, 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 or Family Wellness for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and facilities and equipment there on 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 OR BEING PERMITTED TO ENTER THE YMCA AND FAMILY WELLNESS FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE YMC OR FAMILY WELLNESS. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA of Family Wellness, their respective directors, officers, employees, and agents (hereinafter referred to as “releases”) from all liability to the undersigned, his or her personal representatives, assigns, heroes, 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 the death of the undersigned whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the promises or any facilities or equipment therein or participating in any program affiliated with the YMCA or Family Wellness.
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 or Family Wellness premises or in any way observing or using any facilities or equipment or participating in any program affiliated with the YMCA or Family Wellness 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 Family Wellness and /or while using the premises on any facilities or equipment thereon or participating in any program affiliated with the YMCA or Family Wellness.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to 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.

Participant Name

Signature (or Parent/Guardian)

Date

FAMILY WELLNESS CODE OF CONDUCT

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

Please be considerate and respectful of other members and guests when using smart phones/cameras in Family Wellness. Video or pictures for social media shaming or bullying are prohibited. Direct filming of others without permission is prohibited. Videos or pictures in violation of our Member Code of Conduct are prohibited. Special projects or media involving video or picture or for commercial use purposes must be pre-approved by management.

THE FAMILY WELLNESS MEMBER CODE OF CONDUCT ALSO PROHIBITS:

- Inappropriate attire: Appropriate attire is to be worn at all times in Family Wellness facilities and during Family Wellness 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 Family Wellness property or at during Family Wellness 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 and the safety of Family Wellness. If a member or guest observes a problem or encounters a situation they are uncomfortable with they are to report this to Family Wellness staff or the Member Service Desk. PLEASE SEEK ASSISTANCE FROM FAMILY WELLNESS STAFF IF NEEDED.

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