

**Long Branch Area YMCA Member Name:** \_\_\_\_\_

**24/7 Access--Individual Member Agreement, Release, and Waiver**

- The 24/7 access option is available only to Long Branch Area YMCA members in good standing who are age 21 and older. No one under 21 is allowed 24/7 access.
- The 24/7 access option is an additional \$10 per month per membership unit. This includes 24/7 access for all members in the unit age 21 and older. (Financial assistance does not apply to 24/7 access.)
- 24/7 access cards are \$5 per individual, as a one-time charge or for a replacement card.
- Local law enforcement officers who are LBA-YMCA members will receive the 24/7 access option at no additional charge, to increase law enforcement traffic after hours: MSHP Officers; City of Macon Police Officers; Macon County Sheriff Officers.

**ZERO TOLERANCE POLICY: Members violating membership agreements or rules will lose membership privileges and no refunds will be given. Initial \_\_\_\_\_**

**Facility Access includes:** Fitness Center, Gym, Track, Lobby Restrooms, Elevator, **Telephone for 911 only**, multipurpose room and meeting/spin room (locker rooms, downstairs rest rooms, and child watch are not accessible). **Initial \_\_\_\_\_**

**Safety and Security:** YMCA Staff are not present for 24/7 access. YMCA Staff are present during regular business hours. Therefore, the YMCA has installed a 24-hour video camera recording system for security purposes. Please note that this system will not protect you from harm in or on the building premises. Please use caution when entering and leaving the building. **Initial \_\_\_\_\_**

Parking lot and sidewalk snow removal and application of ice melt will not be completed until staffed hours of operation. 24/7 access members utilize the YMCA at their own risk from the elements. **Initial \_\_\_\_\_**

Interior lights will remain on around the track and the front lobby entrance. Members should turn the lights on/off when using the fitness center, multipurpose room, and spinning room. **Initial \_\_\_\_\_**

**Scan Cards:** Each individual with 24/7 access will be required to have their own scan card for entry into the YMCA during non-business hours. Family members age 21 and over must scan individually with their own card. **Initial \_\_\_\_\_**

Each individual must scan in as a separate entry. Multiple entrees (24/7 members or non-24/7 members) on the same scan card will be regarded as a theft of membership and will result in termination of all parties involved. **Initial \_\_\_\_\_**

In order for YMCA staff to properly close the Y facility each evening, 24/7 access members in the Y at the time of close will have to completely exit the front door of the facility and re-enter with their scan card. **Initial \_\_\_\_\_**

**Long Branch Area YMCA Member Name:** \_\_\_\_\_

**24/7 Access--Individual Member Agreement, Release, and Waiver**

1. I am 21 years old or older and will provide proof upon request. **Initial** \_\_\_\_\_
2. I will maintain my Long Branch Area YMCA membership and 24/7 access in good standing. I understand if paying late or submitting insufficient funds, my membership and 24/7 access will be terminated until proper payment is made in full. **Initial** \_\_\_\_\_
3. I will not allow anyone to borrow or use my card. If I believe my card has been lost or stolen, I will notify the YMCA immediately. **Initial** \_\_\_\_\_
4. I will not allow or bring anyone into the YMCA facility outside of staffed hours. **Initial** \_\_\_\_\_
5. I will enter and exit through the front door of the YMCA facility ONLY. **Initial** \_\_\_\_\_
6. I will not open any windows or open or prop any exterior doors while in the YMCA. **Initial** \_\_\_\_\_
7. I accept full responsibility for all my personal property brought onto the premises or into the Y facility. I understand that the Y is not responsible for any items that are lost or stolen. **Initial** \_\_\_\_\_
8. I will wear appropriate exercise attire, including shirt, short/pants and clean athletic shoes. **Initial** \_\_\_\_\_
9. I will practice proper safety techniques when using equipment and exercising. I will not drop, throw, or bang weights. **Initial** \_\_\_\_\_
10. I will spray, wipe down, and put away all equipment when I am finished. **Initial** \_\_\_\_\_
11. I will not smoke or bring or consume alcohol on the premises. **Initial** \_\_\_\_\_
12. I will not bring or consume food in the facility. **Initial** \_\_\_\_\_
13. I will not behave with verbal or physical abuse toward others, swearing or foul language. **Initial** \_\_\_\_\_
14. I will not bring personal stereo into the facility. I understand that personal devices used with headphones are allowed and a radio is provided in the Fitness Center. **Initial** \_\_\_\_\_
15. I will not use the YMCA telephone, except in emergency situations to dial 911. **Initial** \_\_\_\_\_
16. I will report any injury (major or minor) to YMCA Full-Time Staff. **Initial** \_\_\_\_\_
17. I will report any equipment or facility damage or repair needed to YMCA Full-Time Staff. **Initial** \_\_\_\_\_
18. I understand 24/7 access is in conjunction with each member's Membership Contract and Welcome Letter agreement. Thirty (30) days advance notice is required to cancel my membership or 24/7 access. **Initial** \_\_\_\_\_

**19. ZERO Tolerance POLICY: Members violating membership agreements or rules will lose membership privileges and no refunds will be given.** **Initial** \_\_\_\_\_

**Long Branch Area YMCA Member Name:** \_\_\_\_\_

**24/7 Access--Individual Member Agreement, Release, and Waiver**

In consideration for being allowed to participate in the Long Branch Area YMCA's 24/7 access program, I, the undersigned Participant, assume full and complete responsibility for any injury of any kind whatsoever, whether foreseen or unforeseen, which may occur while I am traveling to or from the Long Branch Area YMCA (hereafter referred to as "the premises"), during use of the premises, or while I am on the property of the Long Branch Area YMCA. I acknowledge and agree that participation in the 24/7 access program comes with inherent risks, including but not limited to (1) slips, trips, and falls, and (2) athletic injuries. I further acknowledge and agree that the Long Branch Area YMCA does not provide staff for the 24/7 access program and that in the event of any emergency, including medical or criminal, I am to contact 911. Further, I, for myself, my heirs, next of kin, and executors, hereby waive, release, and forever discharge the Long Branch Area YMCA, its board of directors, employees, agents, volunteers, and all other persons associated with the premises (hereinafter the "Released Parties") from any and all liabilities, claims, actions, inactions, or damages that I may have against them arising out of or in any way connected with my use of the premises or presence on the property of the Released Parties.

Participant assumes full responsibility for any injuries or damages that may occur to Participant and agrees that the Released Parties shall not be liable for any loss or theft of personal property while using the premises or on the property. Participant further agrees that the Released Parties shall not be responsible for any personal injuries, death, damages, loss, or theft of personal property suffered by the Participant EVEN IN THE EVENT OF NEGLIGENCE OR FAULT OF THE RELEASED PARTIES, whether such negligence is present at the signing of this release and waiver or takes place in the future. This release and waiver will survive expiration, lapse, or other termination of the 24/7 access program, and releases and waives any and all claims that accrue or may accrue to Participant or any other person who may accrue a claim through Participant.

I agree to indemnify, save, and hold harmless the Released Parties from and against any loss, liability, damage, attorneys' fees, or cost that they may incur arising out of or in any way connected with my use of the premises, presence on the property of the Released Parties, or any acts or omissions of the Released Parties.

I agree that this release and waiver is intended to be as broad and inclusive as permitted by law of Missouri and that if any portion of the release and waiver is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this release and waiver shall be governed by and interpreted in accordance with the laws of Missouri, and the Circuit Court of Macon County, Missouri shall be the exclusive venue for any and all disputes relating to or arising from this release and waiver.

I agree that this release and waiver is the entire agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this release and waiver shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The covenants and obligations herein contained are the full and complete terms of this release and waiver, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and signed by parties.

I certify that my date of birth is \_\_\_\_\_ (MM/DD/YYYY), that my present age is \_\_\_\_\_, and that I am of lawful age and legally competent to sign this release and waiver.

I have read and understood the foregoing release and waiver, and hereby voluntarily agree to be bound by its terms and conditions.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Print Name