



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

MARSHALL AREA YMCA 24/7 ACCESS POLICIES & CONTRACT

FACILITY USAGE

Access is available for the Fitness Center, Weight Room, Track, Gym, Aerobics Studio, and restrooms located in the Lobby and on the 2nd floor. As a 24/7 member, you may use only the designated areas anytime, day or night, 24 hours a day.

The following areas will remain closed: Aquatic Center, Locker Rooms, Child Watch Room, Multipurpose Room, Meeting Room, Esports Room & Indoor Playground.

When entering prior to closing with the intent of staying after closing, please inform staff that you have 24/7 access and are planning to remain in the facility after closing. You may be asked to return to the Lobby at closing to allow our staff to ensure all non 24/7 members have exited. This is done for your safety & security.

When entering the facility with another 24-Hour Access member, you must scan in individually. Access codes/key fobs may not be shared with others (including family). **Do NOT hold the door open for anyone!**

Usage during unstaffed hours is limited to 3 hours. No overnight stays, sleeping, or loitering permitted. All members must also scan their membership card at the front desk upon entry. **Enter and exit through back YMCA entrance only!**

Initials: _____

GUEST POLICY

You are invited to bring a guest to the facility **only during staffed hours**. Any member giving access to another during non-staffed hours will forfeit their 24/7 membership. Abuse of guest policy will result in termination of 24/7 membership without refund or notice.

Do NOT admit individuals who do not possess 24/7 membership into the Marshall Area YMCA. Individuals with a day pass, short-term membership, & Nationwide membership are not eligible for 24/7 Access.

Initials: _____

SAFETY AND SECURITY

The Marshall Area YMCA is under video surveillance. *Note: This does not provide staffing assistance for emergencies that might arise. We encourage you to exercise with another 24/7 member. Call 911 for any medical emergency or at-risk safety situation. Use your cell phone if you need to call 911. There are also phones located in the Lobby and in the Fitness Center.

Individuals with health problems should never exercise alone. **Do NOT admit individuals who do not possess 24/7 into the YMCA. To do so poses a security risk for you & other members & is a violation of policy.** Not following this policy will result in termination of your 24/7 privileges without refund or notice.

During inclement weather, you may still access the facility but at your own risk. Snow removal will not occur until regular business hours. The Y will post closed hours in the event of programs, rentals, and inclement weather.

Initials: _____

LOST OR STOLEN ITEMS

The Marshall Area YMCA is not responsible for lost/stolen items. Please do not bring valuables with you.

Initials: _____

AGE REQUIREMENTS

We encourage all family members to be physically active, however, because of liability and safety reasons, all persons under the age of 19 will NOT be allowed access to 24/7 membership. If you are found to be letting someone under the age of 19 into the facility your 24/7 Access will be terminated without refund or notice.

Initials: _____

BEHAVIOR

The Marshall Area YMCA does not tolerate inappropriate behavior. The following is not tolerated:

- verbally abusive behavior (including angry or vulgar language, swearing, name calling, or shouting)
- inappropriate sexual, physical, or verbal contact (consensual or not)
- posturing, bullying, or intimidation
- using or possessing alcohol or illegal chemicals and smoking of any kind
- wearing inappropriate attire
- carrying or concealing a weapon (or any device that can be used as a weapon)
- harassment or intimidation by words, gestures, body language, or menacing behavior
- physical contact with sexually explicit conversation or behavior (either in person, through social media, phone/text)
- theft or destruction of property
- loitering or soliciting
- any other behavior deemed in conflict with the YMCA mission

Initials: _____

EQUIPMENT USAGE

New members may sign up for a FREE fitness orientation during our staffed hours. Our staff will instruct you on proper usage of equipment in the Fitness Center.

When using free weights be sure to use a spotter. Please return all free weights and weight plates to racks when finished and wipe down all equipment after use. During busy times, please allow others to work in between your sets and limit time on cardio machines to a reasonable duration when other members are waiting.

Initials: _____

PROPER ATTIRE AND HYGIENE

Wearing exercise clothing such as shorts, sweats, tank tops, and athletic shoes will help make your workout more enjoyable. Shirts, shoes, and bottoms must always be worn in the facility and jeans are not permitted due to wear and tear on the equipment padding. For your safety, street shoes, open-toed sandals, boots, and excessive jewelry are not permitted. Clean workout clothing is required, and modest clothing is required. Please do not wear excessive amounts of perfume or cologne as this may cause allergic reactions in other members. Failure to obey this policy may cause termination of 24/7 Access without refund or notice.

Initials: _____

FEES

I acknowledge that I am paying an additional fee for 24/7 membership and that 24/7 is an add-on to my existing YMCA membership.

- The Access Code/Key Fob Activation Fee is \$15 at the time of enrollment.
- There is a \$5 replacement fee for lost, stolen, or damaged fobs.
- Members 19+ pay a monthly fee of \$5 for 24/7.
- If you cancel or terminate your 24/7 Access, you will be assessed the \$15 Activation Fee to begin 24-Hour Access again, even if you keep the same fob.

Initials: _____

DECLINE FEE

There is an additional **\$35 fee** that will be automatically charged to your account if insufficient funds/your account is declined during a billing cycle.

If we are unable to collect payment, your privileges are subject to termination with no refund or notice. If 24/7 is terminated due to non-payment or declined payment, you will also be assessed the \$15 Activation Fee to restart 24/7 access.

Initials: _____

CANCELLATION

To cancel your 24/7 membership, you must complete a CANCEL REQUEST FORM online or in person at the Marshall Area YMCA by the 25th of the month to have it canceled on the last day of that month.

Cancellations on the 26th and after will be canceled on the last day of the following month.

Initials: _____

THEFT, VANDALISM, & NEGLIGENT BEHAVIOR

There is a zero-tolerance policy in place for theft, vandalism, and negligent behavior/horseplay resulting in damaged or stolen equipment. These actions will result in termination of 24/7 access, paying for damaged or stolen equipment, and may result in legal prosecution.

Initials: _____

WAIVER AGREEMENT AND RELEASE OF LIABILITY

- 1) In consideration of being allowed to participate in exercise activities at the Marshall Area YMCA, to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge the Marshall Area YMCA and its owners, agents, employees, representatives, executors, and all others from any and all responsibilities and liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned activities. I do also hereby release all those mentioned, and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any activities of the Marshall Area YMCA or the use of any equipment at the YMCA.

Initials: _____

- 2) I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

Initials: _____

- 3) I understand that the Marshall Area YMCA is a facility that always allows members access to some of its services, and I have agreed to purchase 24/7 membership. I understand and am aware that the facility will not always have an employee present and that I assume all risks involved by exercising on my own at the facility. I am also aware that if I am injured, become unconscious, suffer a stroke or heart attack, there will likely be no one to respond to my emergency and this facility has no duty to provide assistance during non-staffed hours. Even though this facility is equipped with surveillance cameras, it is recommended to have a workout partner accompany while at the Marshall area YMCA.

Initials: _____

- 4) Because physical exercise can be strenuous and subject to the risk of serious injury, the Marshall Area YMCA urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member/participant) agree that if you engage in any physical exercise or activity or use any of the Marshall Area YMCA's amenities on the premises or off premises including a sponsored event, you do so **entirely at your own risk**. You agree that you are voluntarily participating in the use of this facility and **assume all risks** of injury, illness, or death. We are also not responsible for any loss of your personal property.

Initials: _____

- 5) I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery excerpt as hereinafter stated. I do hereby acknowledge that I have been urged to seek a physician's approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with physicians as to physical recommendations concerning these fitness activities and equipment use.

Initials: _____

- 6) This waiver and release of liability includes, without limitations, all injuries which may occur, regardless of negligence, as result of your use of all amenities and equipment in the facility and participation in activity, class, program, personal training or instruction; the sudden and unforeseen malfunctioning of any equipment, any dietary recommendations and your slipping and/or falling while on the premises, including adjacent sidewalks and parking areas.

Initials: _____

- 7) You acknowledge that you have **carefully** read this "waiver and release" and fully **understand** that it is a release of liability. You expressly agree to release and discharge the Marshall Area YMCA and all affiliates, employees, agents, representatives, successors, or assigns from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against the Marshall Area YMCA for negligence, personal injury, or property damage.

Initials: _____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any statute of cause precedence, then only wording is removed, and the remainder of this agreement will remain in full force.

Printed Name: _____

Signature: _____

Date: _____