



# 2020 VISITOR WAIVER & REGISTRATION FORM

Guest Name: \_\_\_\_\_

Guest Gender (Please Circle): Male/Female      Date of Birth: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Primary Phone (Please Circle) Cell/Home: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Yes, I carry health insurance

## Access / Membership Policy Restrictions

The protection of members and guests who are participating in programs or are using YMCA facilities is of paramount concern to the staff of YMCA of Kingston and Ulster County. 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. Therefore, we reserve the right to deny access or membership to any person who:

- ⇒ is a registered sexual offender;
- ⇒ has plead guilty to or been convicted of any crime involving sexual abuse;
- ⇒ has plead guilty to or been convicted of any crime against persons such as child, spousal, or parental abuse;
- ⇒ has plead guilty to or been convicted of any offense relating to the sale or transportation of illegal narcotic, habit forming, or dangerous drugs;
- ⇒ is presently clearly under the influence of intoxicating beverages or behavior modifying drugs.

I agree that all of the information provided above is accurate and I understand the payment options that I have for my membership dues to the YMCA of Kingston and Ulster County.

Guest/Visitor Signature \_\_\_\_\_ Date \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Must be signed for anyone under the age of 18 years of age)

## YMCA Code of Conduct

**Welcome to the YMCA** where the mission is youth development, healthy living and social responsibility. Character development is a means to the end. For all of us, character development is defined as providing opportunities for everyone to observe and experience the YMCA values of **respect, responsibility, honesty and caring**. Failure to recognize and support the following behavior expectations may jeopardize membership privileges.

1. Use of possession of drugs or illegal substances is not acceptable and will be reported to police immediately.
2. Respect to other members and staff is a YMCA value which everyone is expected to uphold.
3. Physical or verbal abuse, swearing, fighting and arguing are not acceptable or appropriate behaviors.
4. Abuse and misuse of equipment results in breakage, damage, the removal of equipment from service and expensive repairs. Equipment abuse cannot be tolerated at any time.
5. Appropriate exercise clothing is required for all gym, court, weight room and exercise rooms.
6. For both cleanliness and hygiene purposes food must be restricted to the vending machine and kitchen/member lounge areas only. Please dispose of your trash in our conveniently located receptacles.
7. The taking of YMCA property or the property of others is not acceptable and will be reported to the police as a theft.
8. Smoking on YMCA properties is strictly prohibited.

These are our YMCA behavior expectations for members and their guest. Your signature below indicates your recognition of these values and your agreement to support and uphold them.

Guest/Visitor Signature \_\_\_\_\_ Date \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Must be signed for anyone under the age of 18 years of age)

## YMCA OF KINGSTON AND ULSTER COUNTY RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, 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 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 programs 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 THE YMCA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, 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, his 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 the YMCA, without respect to location.
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 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 of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

**I have read and understand the above Release.**

Guest/Visitor Signature \_\_\_\_\_ Date \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Must be signed for anyone under the age of 18 years of age)

### **THE YMCA of Kingston and Ulster County RELEASE FORM**

I hereby grant the YMCA of Kingston and Ulster County permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration.

I understand and agree that all photos will become the property of the YMCA of Kingston and Ulster County and will not be returned.

I hereby irrevocably authorize the YMCA of Kingston and Ulster County to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

I hereby hold harmless, release, and forever discharge the YMCA of Kingston and Ulster County from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I HAVE READ AND UNDERSTAND THE ABOVE PHOTO RELEASE. I AFFIRM THAT I AM AT LEAST 18 YEARS OF AGE, OR, IF I AM UNDER 18 YEARS OF AGE, I HAVE OBTAINED THE REQUIRED CONSENT OF MY PARENTS/GUARDIANS AS EVIDENCED BY THEIR SIGNATURES BELOW. I ACCEPT:

Guest/Visitor Signature \_\_\_\_\_ Date \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_  
(Must be signed for anyone under the age of 18 years of age)