



## SILVERSNEAKERS / PRIME OR SILVER&FIT APPLICATION

#### **BLOOMSBURG YMCA CODE OF CONDUCT**

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The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, all individuals are asked to act appropriately at all times when in our facility or participating in our programs. The YMCA has adopted a Member Code of Conduct regarding the conduct of our members; this policy applies to all members and guests.

We expect persons using the YMCA to act maturely, to behave responsibly, and to respect the rights and dignity of others. Our Member Code of Conduct outlines prohibited action, but the actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities or programs.

- Using, possessing or being under the influence of alcohol or illegal chemicals on YMCA property
- Tobacco use the YMCA and its property is a tobacco-free environment
- Carrying or concealing a weapon or any device or object that may be used as a weapon without prior authorization from the YMCA
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior
- · Physical contact with another person in an angry, aggressive, threatening or violent way
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting
- Sexually explicit or offensive conversation or behavior; any sexual contact with another person
- Inappropriate, immodest, or sexually revealing attire
- Theft or behavior that results in the destruction or loss of property
- · Loitering within or on the grounds of the YMCA

In addition, the YMCA reserves the right to deny access or membership to any person who has been charged with or convicted of any crime involving sexual abuse, is or has been a registered sex offender, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics, or intoxicating beverages.

Members and guests are encouraged to take responsibility for their personal comfort and safety by asking any person whose behavior threatens their comfort to refrain from such behavior. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a staff person or the Building Supervisor on duty.

YMCA staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if assistance is needed.

By signing below, I consent to the above rules, processes & checks and will comply with all rules and regulations the Bloomsburg YMCA considers appropriate to be a member or participate in a program. If I do not follow the above rules, processes & checks I will be subject to possible suspension and/or revocation of my membership at the discretion the Bloomsburg YMCA.

#### **WAIVER OF RESPONSIBILITIES**

I waive all claims for myself and for the participant(s) listed above for any injuries or illness which may result from participation, including any transportation provided by the YMCA, its staff or agents. I further state that I [and/or the participant(s)] am in proper physical condition to participate in this program. In the event that there is a question regarding my physical condition or the physical condition of the participant(s), a physician will be consulted to review the situation prior to any participation. I also give permission to the YMCA to use my name and/or picture [including the participants(s)] without compensation.

#### **PARTICIPANT SIGNATURE**

Name:	
Signature:	
Date Signed: _	



### YMCA PHOTO/AUDIO VISUAL/NARRATIVE RELEASE

I am 18 years of age or older and, if not, my parent or legal guardian has also provided their consent by signing below.

Consent & License. For my participation in activities to be conducted by the National Council of Young Men's Christian Associations of the United States of America ("YMCA of the USA") or any of its chartered member associations in the United States (collectively "the Y"), and collaborating third parties, I consent, now and for all time, to the making, reproduction, editing, broadcasting or rebroadcasting of: □ video film or footage of me, □ sound track recordings of me photo reproductions of me □ any narrative account of my experience My consent includes a perpetual license to the Y and collaborating third-parties for the use of the above materials for publication, display, sale or exhibition in promotions, advertising, education and commercial uses. Use includes reproductions in any form and media currently existing or later conceived, adaptations and/or revisions, throughout the world in perpetuity. I understand and agree there may be no additional compensation for this license, and I will not make any claim for payment of any kind from the Y or collaborating third-parties. I may, or may not be, identified in such licensed uses; however, my name will not be used to endorse any particular products or services. Ownership, Confidentiality, and Shared Use. With respect to any of the above uses, I further agree: All works shall belong to YMCA of the USA; ☐ The Y has no duty of confidentiality regarding any licensed uses; YMCA of the USA shall exclusively own all known or later existing rights to the uses throughout the world; The Y and collaborating third-parties may use any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account for any purpose without additional compensation to me. Release from Liability. I agree that my consent is irrevocable. I hereby release and discharge The Y and collaborating third-parties, from any and all claims, actions, lawsuits or demands of any kind arising out of my consent, license grants, uses, or the shared uses of any works or materials referenced herein. Date: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Age: \_\_\_\_\_ Address: \_\_\_ I am the parent or legal quardian of (child's name). I hereby consent and grant the licenses detailed in

the foregoing on behalf of my minor child.

Printed name: \_\_\_

Signature of parent or legal guardian: \_\_\_\_\_

# Adult Participant Release & Waiver of Liability and Indemnity Agreement

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING Bloomsburg Area YMCA (BAY) FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR

#### **Assumption of Risk**

I acknowledge and agree that any use of BAY facilities, services, equipment and premises ("Facilities") and any participation in BAY programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease including, without limitation, COVID-19. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

#### Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that BAY, its officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees") will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE**, **WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to INDEMNIFY AND HOLD
HARMLESS Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature
whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in
Programs by myself, my family members, dependents or guests, including any minors.

Participant Name (Print Clearly)

Participant Signature

Date