

YMCA of WNC Membership Terms and Conditions and Liability Wavier

I hereby, for myself, my household, my family, heirs, executors and administrators, waive and release any and all claims and damages I may have against the YMCA of Western North Carolina (YMCA) and their respective agents, representatives, successors, and assigns, for any and all injuries that may be suffered by me, my household, or my family in connection with participation in YMCA activities and programs. I understand that the YMCA assumes no responsibility for injuries or illnesses that I, my household or family may sustain as a result of our physical condition or resulting from our observation or participation in any activity or use of facilities or equipment used for YMCA activities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illnesses for myself, my household or family, that may result from participation in these activities.

If my/our membership is eligible to participate in the YMCA Nationwide Membership Program, I understand that by participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

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. The YMCA has the right to suspend and/or terminate any membership for violation of any posted or written rules of conduct, for any behavior that interferes with the enjoyment of the YMCA, and for any inappropriate behavior at the YMCA, including but not limited to sexual conduct, abusive or threatening language, fighting, or assault.

YMCA memberships are nontransferable. Members must present their membership card or verify their identity for entry into any facility. The management of the YMCA has the right to suspend and/or terminate any membership for nonpayment of fees.

I grant full permission to the YMCA and its authorized representatives to use any and all photographs, audio recordings, or video recordings taken of me, my household, or my family at events, classes, camps, and other activities or programs offered by the YMCA, as part of any future printed or digital materials and communications to promote the YMCA, and further that such use shall be without payment of fees, royalties, special credit, or other compensation. I agree for the YMCA to send communication to me via text message and/or email if I am age 13 or older.

I agree on behalf of myself, my household, and/or my family with the YMCA policies and procedures and understand that my/our membership can be revoked without refund for any reason, including exhibiting inappropriate behavior toward or abuse of YMCA staff and/or facilities.

YMCA of WNC Payment Terms and Conditions and Draft Agreement

A YMCA bank or credit card draft is a continuous, perpetual membership plan. I understand that my month-to-month or well-being agreement membership does not expire and that YMCA membership rates are subject to change.

I understand that if I have chosen a **Month-to-Month Membership** that my monthly dues will be electronically drafted on the 1st or 15th of every month. My draft is continuous unless I give the YMCA a 30-day written notice of termination before my draft date.

I understand that if I have chosen a **Well-Being Membership Agreement** that my membership is an annual membership commitment paid on a month-to-month basis. Monthly dues will be electronically drafted on the 1st or 15th of every month. My annual membership will automatically renew at the well-being rate. I understand that my membership is not eligible for cancellation until 30 days before my annual agreement renewal. My draft is continuous unless I give the YMCA a 30-day written notice of termination before my draft date, after the annual agreement ends. A fee will apply to agreements cancelled outside of the annual fee structure.

I understand that if I have chosen an **Annual Membership** that the total payment for one year is due today and that no full or partial refunds are given.

It is my complete understanding that if I wish to cancel or change the status of my membership in any way (including draft information), **I MUST GIVE THE YMCA A 30-DAY WRITTEN NOTICE BEFORE MY NEXT DRAFT DATE** (forms are located at the Member Services Desk). I understand there are no refunds given. It is my responsibility to check my monthly account statement and report any corrections to the YMCA within 30 days. I understand that I will not receive a statement, invoice, or billing for my YMCA membership.

I understand that I may upgrade my membership by giving a 30-day written notice and paying a one-time membership upgrade fee. Additionally, should the YMCA allow me to put my membership on hold at any time, I will be responsible for one final payment of my full membership dues if I decide to cancel my membership while it is on hold.

Should my membership draft not be honored for **ANY REASON**, I understand that I, or the account holder, is still responsible for that payment, plus a service fee. This is in addition to any service fee I may be charged by my financial institution. If payment is not received within 30 days, my membership will be terminated immediately. If my membership is terminated, I may reactivate my membership and monthly draft after paying any and all fees and completing new membership and draft agreements.