



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

# WORK OUT WHEN YOU WANT

## Extended Hours Access Membership Waiver

The Switzerland County YMCA will allow members extended hour access to the Fitness Center and Basketball Court after business hours. Members will have access to only the fitness center and basketball court. The rest of the facility including the game room, multipurpose room, pool, locker rooms, and observation deck will be **unavailable** during these hours.

### **THIS ACCESS IS AT THE MEMBER'S OWN RISK AND NO STAFF MEMBER WILL BE PRESENT.**

- Extended hours access is limited to Y members at least 18 years or older. Absolutely no family members under the age of 18 are allowed during these times.
- Security cameras are in place and will be recording the area. No staff will be on duty and all equipment will be used at the participant's own risk.
- Access to the facility during extended hours will only be permitted after you have received policies forms and signed all appropriate waivers.
- Any member wishing to participate in the extended hours will be required to sign a Waiver and Release of Liability. Access will be granted in a maximum of forty-eight (48) hours after turning in signed waivers.
- A phone will be available for emergency usage only.
- In case of a power outage the door scanner will default to locked; there will be no extended hours access when the Y does not have power.
- Personal belongings are your own responsibility and the YMCA assumes no liability for any person belongings brought onto its premises.
- Use of fitness equipment and fitness activities in general possess inherent risk associated with use. By undertaking access to the YMCA facilities after business hours, the participant is assuming the responsibility for understanding and properly using any and all equipment. The YMCA is not responsible for, and expressly waives, any liability associated with the use of any fitness equipment on its premises during the extended hours and any injury that may be a result from proper or improper use.
- Any improper use of YMCA property and equipment resulting in damage will result in the member being invoiced for the repair or replacement of the equipment or property damage.
- The Switzerland County YMCA property is a tobacco/vaping/drug/alcohol free grounds! Any use of these products on our property at any time can result in extended hours access or membership termination.
- Members with extended access cannot grant access to other individuals, even if they are Switzerland County YMCA members and known to you.
- The YMCA also expressly waives any liability for the actions of any other member utilizing the YMCA during extended hours.
- If an extended hours access membership card is damaged or lost a new one must be purchased for \$5.
- Any violation of these guidelines may result in immediate termination of extended hours access and/or membership.

**WORK OUT AT YOUR OWN RISK!**

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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## 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 representative, heirs, and next of kin, hereby acknowledge, agrees and represents that he or she has, 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 and 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 and such children.

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 ACKNOWLEDGES THAT PARTICIPATING IN YMCA ACTIVITIES INVOLVES KNOWN AND UNANTICIPATED RISKS which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of activity.
2. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs and person or property or resulting in death of the undersigned, whether caused by the negligence of the releases 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.
3. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases 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 releases or otherwise.
4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releases 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.
5. THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Indiana and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. In the event that I file a lawsuit, I agree to do so in the state where the 'Releases' facility is located, and I further agree that the substantive law of that state shall apply.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full affect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on basis of any claim for negligence.

I have had sufficient time to read this entire document. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

\*\*\*Names will be checked against the sex offender registry.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relation: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Staff Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date Received: \_\_\_\_\_

Director Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date Approved: \_\_\_\_\_