

MEMBERSHIP AGREEMENT

Please read agreement thoroughly, initial items 1-6, sign and date.

1. I understand that participating in any type of exercise involves a risk of injury and that I am (and my family members are) voluntarily participating in these activities with knowledge of the dangers involved. I acknowledge that the YMCA recommends that I (and my family) have our physician's approval for participation in any exercise or fitness activity or in the use of exercise equipment. I also understand that the YMCA strongly recommends (and requires for youth ages 13-17) scheduling an appointment with a YMCA Fitness Advisor for proper orientation on all fitness equipment and that the YMCA is not responsible for any member who fails to take advantage of this service. In consideration of my (and my family members) being allowed to participate in Franklin County Family YMCA membership and intending to be legally bound, I hereby waive, release, hold harmless, covenant not-to-sue, and forever discharge any and all rights, actions, and claims of negligence that I or my heirs, executors, or assigns may have against the Franklin County Family YMCA, all sites where FCFY programs are held, their respective officers, directors, agents, employees, representatives, successors, assigns, and affiliates for death, injury, loss, and any and all damages that I may sustain and/or suffer in connection with my participation in this program. I also agree to indemnify the Franklin County Family YMCA for any defense, cost, or expense arising out of any claim of damages, injury, or death arising from my participation in this program. I am physically fit, legally competent, and freely participate in this activity at my own risk.

Please initial _____

2. All current rules and policies (which will be subject to periodic review and change) will be posted in the facility with copies available at the Front Desk. I understand that I (and my family) must abide by all Franklin County Family YMCA rules and policies and YMCA principles and practices. Failure to do so may result in the suspension or revocation of membership. Further I understand the Franklin County Family YMCA has the right to suspend, terminate or void any membership at their discretion. The Franklin County Family YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse; is a registered sex offender; habitually or excessively uses narcotics or dangerous drugs; has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs; or continuously or excessively uses intoxicating beverages; or engages in any illegal activity.

Please initial _____

3. I understand that there are no refunds of membership dues or joining fees. This membership is non-transferable. Loan of membership cards will result in loss of all privileges.

Please initial _____

4. The YMCA Board of Directors may, at their discretion, adjust the rate applicable to my category of membership. I understand that notice of any change will be mailed to my address of record at least four weeks prior to change.

Please initial _____

5. **JOINING FEE:** The Joining Fee is a one-time fee contingent upon maintaining current membership. I understand that if I cancel my membership or if my membership payment is delinquent beyond 30 days, I will be required to pay the current Joining Fee to re-activate my membership.

Please initial _____

6. I understand that membership fees must be paid when due and that I (and my family members) will not be able to use the facility at any time that my fees are not current. I also understand that I (and my family members) **MUST** present our membership card upon each visit. I further understand and comply with all payment policies for each payment option below.

Please initial _____

ANNUAL

Memberships paid in advance for 12 months are invoiced for renewal approximately 30 days prior to and are payable on the anniversary date. If I allow my membership to terminate for more than 30 days beyond my anniversary date and I decide to rejoin later, I will be considered a new member and will be subject to paying the current Joining Fee in addition to monthly dues.

MONTHLY BANK DEBIT or MONTHLY DEBIT/CREDIT CARD (Must attach a completed Monthly Bank Debit Authorization form.)

Membership payments by monthly bank debit require the first month membership fee be paid up front when this membership application is completed. I understand that membership dues paid by monthly bank debit are continuous but can be cancelled with 15 days advance written notice and the surrender of all membership cards. If I decide to rejoin later, I will be considered a new member and will be subject to paying the current Joining Fee in addition to monthly dues. If I cancel without notice or close my bank account, I understand that I am responsible for my fees plus any penalties which may apply. If my membership debit should not be honored for any reason I am responsible for all applicable service fees from the Franklin County Family YMCA.

MONTHLY CASH OR CHECK (This option is only available for Youth through age 18.)

Generally, YMCAs do not offer a monthly cash or check payment option because of the costly process of monthly billing. However, the Franklin County Family YMCA is offering this option to youth and monthly payment should be paid promptly on or before expiration date.

In signing this membership agreement form, I affirm that I have completed the Membership Application on the back of this sheet truthfully and that I have read, understand, and agree to comply with all YMCA policies and each of the above terms of membership.

If participant is under 18, signature below must be by individual who is legally responsible for the child. By signing this I am acknowledging that I am legally responsible for this child.

Signature of person responsible for payments

(Legal guardian must sign for Youth Membership)

Date