

# The Cheyenne Family YMCA Membership Agreement

**I AGREE THAT ALL MEMBERSHIPS ARE SUBJECT TO APPROVAL OF THE YMCA.** Membership does not confer or include any interest or ownership in the facility or assets of the YMCA. Membership grants no rights to govern or control the affairs of the YMCA, or facilities or activities. No member may sell or transfer his or her membership.

## **ALL FEES ARE SUBJECT TO CHANGE.**

Memberships are non-assessable. YMCA Memberships and use of facilities are subject to reasonable rules and regulations, are not refundable, and are enforceable, whether or not facilities are used.

## **MEMBERSHIP FEES ARE NON-REFUNDABLE.**

**AUTOMATIC BANK DRAFT – CREDIT MEMBERSHIPS** are continuous, renewing each month by funds automatically deducted from the designated checking/savings or debit/credit on the attached Credit Card Authorization Form and will be withdrawn on or about the 2nd or 15th of each month. These fees are not refundable. Payments returned due to insufficient funds will be charged a fee of \$25 or a fee no greater than the membership payment. Failure to reconcile my account within one month will result in termination of membership.

**I AM RESPONSIBLE FOR THE CONDUCT OF ALL PERSONS** admitted to the YMCA under this membership, including family members listed on this application and guests. I agree to supervise all said persons listed on this membership while they are using the YMCA facilities.

**ALL EXERCISES AND PARTICIPATION are done at the sole risk of the member or guest or person listed on this application.** The YMCA is not liable for personal injury, theft, or loss of personal property. By signing this Agreement, I - on behalf of myself and all other persons listed on this application - understand and agree that we waive all rights and rights of the heirs, personal representatives and assigns to all claims arising out of the premises and the membership, including, but not limited to personal injury, death or property loss or damage.

Because this Y participates 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.

**All persons listed on this application (including children) may be photographed or videotaped** by a representative of the Cheyenne Family YMCA for in-house or promotional use. I further acknowledge that other members may take photos or video of their family members for their own personal use and those persons on my membership may appear in those photos or videos.

Failure of the YMCA to enforce (1) any of its rules and regulations (2) any of the conditions of membership or (3) any of its rights under this Membership Agreement, shall not be deemed or construed to be a waiver by the YMCA of its rights, thereafter, to insist adherence of all the rules and regulations of the YMCA and all conditions of membership.

**I AM RESPONSIBLE FOR CANCELLING MY MEMBERSHIP.** It is my responsibility to complete the YMCA Membership Cancellation Form by the 25th of the month to insure that all changes take place the following month. All cancellations are processed at the end of the month. Membership fees paid to the YMCA are non-refundable. **Any balance remaining must be paid at the time of cancellation.** If after three months I choose to rejoin the YMCA, I agree to pay the Joiner Fee.

## **SOR SCREENING**

As part of participation in this program, the YMCA will conduct 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.