

SELECT BRANCH: (circle)

| Allentown | Nazareth | |
|-----------|------------|--|
| Bethlehem | Slate Belt | |

Easton Suburban North

| FOR OFFICE | USE ONLY | |
|------------|-------------------------|--------------------------|
| MEMBER | SHIP TYPE: N | IEMBER NUMBER: |
| | | |
| | | |
| | | |
| DATE: | RAPTOR CHECKE | D: STAFF INITIALS: |
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| | | |
| INSURAN | ICE CARRIER: (IF APP) | PATHWAY: (IF APPLICABLE) |
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| EMPLOY | ER NAME : (IF APPLICABL | E) |
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| to support the Annual Campaign. | |
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| \$2\$3\$5\$10\$15\$20 Other \$ OR | One Time Donation \$ |
| *Your donation will appear as a separate transaction | |
| Tour donation will appear as a separate transaction | |
| | |
| | |
| PRIMARY MEMBER: LAST NAME, FIRST NAME, MIDDLE NAME | BIRTHDATE/GENDER |
| | |
| SECONDARY ADULT: LAST NAME, FIRST NAME, MIDDLE NAME | BIRTHDATE/GENDER |
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| DEPENDENTS: LAST NAME, FIRST NAME, MIDDLE NAME | BIRTHDATE/GENDER |
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| HOME ADDRESS | |
| | |
| CITY STATE ZIP | |
| STATE ZIF | |
| | |
| EMAIL ADDRESS | CONTACT NUMBER |
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| | |
| EMERGENCY CONTACT: LAST NAME, FIRST NAME | EMERGENCY CONTACT NUMBER |
| | |

I want to help my Y make a difference. I authorize the Y to add the following amount to my monthly bank draft*

TERMS AND CONDITIONS: 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. I agree to abide by the rules and regulations of the YMCA, which are designed for the enjoyment of all its members. The protection of members and guests who are utilizing the YMCA is of paramount concern to the YMCA. We reserve the right to deny access of membership to any person whose behavior is determined to be in conflict with the welfare and safety of other members and/or staff. This includes a person who is a registered sexual offender; has plead guilty to or been convicted of any crime involving sexual abuse; or a crime against persons such as a child, spousal or parental abuse. It will also include any offense related to the sale or transportation of illegal, habit forming or dangerous drugs; is presently clearly under the influence of intoxicating beverages or behavior modifying drugs. This code of conduct does not permit language or any action that can hurt or frighten another person or that falls below a generally accepted standard of conduct. This includes inappropriate attire, angry or vulgar language, physical contact with another person in an angry or threatening way, any demonstration of sexual contact or activity, harassment or intimidation by words, gestures, body language or any other menacing behavior, theft or behavior resulting in destruction of property. Parents are held responsible for the behavior of their children.

INFORMED CONSENT/LIABILITY WAIVER AGREEMENT: I/We, the undersigned, realize that there may be medical risks associated with physical exercise, the use of this facility, or use of equipment within the facility. I/We also recognize that the YMCA cannot evaluate my/our physical abilities and medical limitations as they pertain to participation in programs, to use the facilities, or use of equipment within the facility. I/WE THEREFORE ASSUME ALL RESPONSIBILITY FOR HAVING A THOROUGH MEDICAL EXAMINATION PERFORMED, BY A MEDICAL PRACTICIONER OF MY/OUR CHOICE, BEFORE PARTICIPATING IN ANY PROGRAMS AND PRIOR TO USING THE FACILITIES OR EQUIPMENT WITHIN YMCA FACILITIES. Furthermore, in consideration of my/our participation in the activities of the YMCA and its respective officers, employees and members, including but not limited to its or their own negligence, and do hereby for myself/ourselves, heirs, executors and administrators, waive, release and forever discharge any and all rights and claims for damages which I/We may have or which may hereafter accrue to me arising out of or connected with my participation in any of the activities of the YMCA, use of its facilities, or use of equipment within its facilities; provided, however, that the hold harmless agreement, and waiver, release and discharge contained in this paragraph shall not apply to my/our participation in any of YMCA's childcare services. By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of YMCAs 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. I, the undersigned, have read, understand and agree to the above.

YMCA RIGHT TO SCAN DATABASE FOR REGISTERED SEX OFFENDERS: Himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has awareness that for safety reasons, the Greater Valley YMCA membership database is scanned and compared to the national database of known sex offenders. The Y has a non-exclusive, non-transferable license for the use of this software and its database updates. The Y periodically scans the entire database for registered sex offenders and has the ability to scan an individual, at any time, should the need arise. Any member who is determined to be a registered sex offender will be notified that their membership has been terminated and will be unable to use the facility.

YMCA RIGHT FOR VIDEO/PHOTOGRAPHS FOR PUBLICITY/ADVERTISING PURPOSES: Himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and grants permission for video/photographs taken by Greater Valley staff and volunteers to be used for Greater Valley YMCA publicity and advertising purposes.

LOST OR STOLEN PROPERTY: Himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges and understands Greater Valley YMCA is not responsible for any loss or damage of personal property. **MYZONE®:**

In consideration of participation in MYZONE®, the undersigned for himself or herself and any personal representatives, heirs, and next of kin, understands the MYZONE® belt/watch is designed only as an aid to personal training/exercise. **IT IS NOT A MEDICAL DEVICE**. It cannot tell himself or herself and any personal representatives, heirs, and next of kin what level of exercise is safe for or whether himself or herself and any personal representatives, heirs, and next of kin is exerting beyond safe limits. It is the responsibility of himself or herself and any personal representatives, heirs, and next of kin to check medical condition before undertaking any exercise.

THE UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITYAGREEMENT, and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

MEMBERSHIP CHANGES MUST BE MADE IN PERSON: Member/Guardian of member and any personal representatives, heirs, and next of kin, hereby acknowledges and understands membership payment must be made by monthly electronic draft. Electronic draft is a continuous membership until request of termination is made in person at Greater Valley YMCA. A non-refundable joining fee applies to all new members, or members who allow their membership to lapse more than 30 days. Memberships and the join fee are non-refundable and non-transferable. Should any draft not be honored for any reason, himself or herself and any personal representatives, heirs, and next of kin realize he or she is still responsible for that payment and subject to any late or overdraft charges applied by Greater Valley YMCA. This is in addition to any service fees that the individual's bank may charge. Member will be notified thirty days in advance of any increase in my membership fees. Member will automatically move into a new membership unit due to a change in age on the next billing date.

I HAVE READ THIS RELEASE AND SIGN ON BEHALF OF ALL ON THE ACCOUNT

| / DATE | PARTICIPANT'S SIGNATURE (Parent or guardian if participant is under 18) |
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Membership 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 GREATER VALLEY YMCA FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR

Understanding of Information

I acknowledge and agree to comply with the Membership Safety Protocols as shared on the website of Greater Valley YMCA. I also acknowledge and agree to comply with the Membership Handbook; also shared on the website of Greater Valley YMCA.

Greater Valley YMCA Virtual Fitness Waiver and Release from Liability

Physical exercise, in all of its forms and with or without the use of equipment such as blocks, straps or any other equipment that may be used by an instructor of Greater Valley YMCA, is a strenuous physical activity. Accordingly, you are urged and advised to seek the advice of a physician before beginning any physical exercise regimen, routine, program, or using any suggested equipment shown in any of the videos from Greater Valley YMCA. Greater Valley YMCA is not a medical organization and its instructors or staff cannot give you medical advice or diagnosis. All suggestions and comments relating to the use of equipment, poses, moves and instruction are not required to be performed by you and are carried out at your election while viewing Greater Valley YMCA videos. Nothing contained herein should be constructed as any form of such medical advice or diagnosis.

By using this content, you represent that you understand that physical exercise involves strenuous physical movement, and that such activity carries the risk of injury whether physical or mental. You understand that it is your responsibility to judge your physical and mental capabilities for such activities. It is your responsibility to ensure that by participating in classes and activities from the Greater Valley YMCA, you will not exceed your limits while performing such activity, and you will select the appropriate level of classes for your skills and abilities, as well as for any mental or physical conditions and/or limitations you have. You understand that, from time to time, instructors may suggest physical adjustments or the use of equipment, and it is your sole responsibility to determine if any such suggested adjustment or equipment is appropriate for your level of ability and physical and mental condition. You expressly waive and release any claim that you may have at any time for injury of any kind arising out of your participation in a Greater Valley YMCA program or use of a Greater Valley YMCA including without limitation, its board of directors, managers, instructors, independent contractors, employees, agents, contractors, affiliates and representatives.

Assumption of Risk

I acknowledge and agree that any use of Greater Valley YMCA facilities, services, equipment and premises ("Facilities") and any participation in Greater Valley YMCA 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. 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 Greater Valley YMCA, its officers, directors, agents, employees, volunteers, insurers and representatives ("Releases") 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 Signature | Participant Name (Print Clearly) | |
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| | | |
| Date | | |