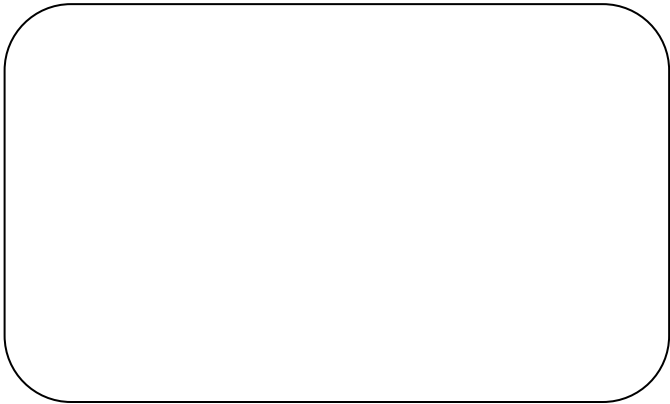




YMCA OF SAN DIEGO COUNTY Guest Release Form

Name _____ Phone _____
 Address _____ Zip Code _____
 City _____ State _____
 Email _____ DOB _____
 Emergency Contact Name: _____
 Emergency Contact Phone Number: _____



YMCA RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT FOR ADULTS

Name of Adult(s) _____

In consideration of being permitted to enter the YMCA for any purpose including, but not limited to observation, use of facilities or equipment, or participation in any way, the undersigned hereby agrees to the following:

1. I acknowledge that (i) I have read this document, (ii) I have inspected the YMCA facilities and equipment, (iii) I accept them as being safe and reasonably suited for the purpose intended and (iv) I voluntarily sign this document.
2. Except for YMCA's gross negligence or willful misconduct I release the YMCA, its directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether said damage or injury results from conditions arising upon the YMCA facilities or arising out of or in connection with YMCA programs or activities. YMCA shall not be liable for any damages arising from any act or neglect of any other member, occupant or user of the YMCA premises or participant in YMCA programs or activities. I assume full responsibility for, and risk of, bodily injury, death or property damage except if caused or due to the gross negligence or willful misconduct of the YMCA.
3. I agree not to sue Releasees for any loss, damage, injury or death described above and except for YMCA's gross negligence or willful misconduct, I will indemnify, protect, defend and hold harmless the YMCA and its Releasees from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the YMCA membership, use of YMCA facilities and/or participation in YMCA programs by me, or any other person. If any action or proceeding is brought against YMCA by reason of any of the foregoing matters, I shall upon notice defend the same at my expense by counsel reasonably satisfactory to YMCA and YMCA shall cooperate with me in such defense. YMCA need not have first paid any such claim in order to be defended or indemnified.
4. I assume full responsibility for, and risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise.

I intend this document to be as broad and inclusive as is permitted by the laws of the State of California; if any portion hereof is held invalid, I agree the balance shall continue in full force and effect.

Adult Name (print) _____ Adult Signature _____ Date _____

Adult Name (print) _____ Adult Signature _____ Date _____

Waiver/Consent

I, _____ give my permission to the YMCA of San Diego County (YMCA) to use my picture or other likeness, or a picture or other likeness of any of my children, specifically, _____, in the YMCA's general publicity and campaign materials.

Signature _____ Date _____

Member's Code of Conduct

Being a member of the YMCA is a privilege. Members should demonstrate the YMCA values of caring, honesty, respect, and responsibility, at all times.

The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for everyone, all individuals are asked to act appropriately at all times when in our facility or participating in our programs.

We expect persons using the YMCA to act maturely, to behave responsibly, and to respect the rights and dignity of others. Our Member's Code of Conduct outlines prohibited action, but the actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities or programs.

- Using or possessing alcohol or illegal chemicals on YMCA property, in YMCA vehicles, or at YMCA sponsored programs.
- Smoking on YMCA property – the YMCA is a smoke-free environment.
- No pets are allowed on YMCA property unless they are "working dogs" to assist members while accessing the facilities.
- Carrying or concealing a weapon or any device or object that may be used as a weapon.
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior.
- Physical contact with another person in an angry, aggressive, or threatening way.
- Verbally abusive or offensive behavior, including angry or vulgar language, swearing, name-calling, or shouting.
- Sexually explicit conversation or behavior; any sexual contact with another person.
- Inappropriate, immodest, or sexually revealing attire.
- Theft or behavior that results in the destruction or loss of property.
- Loitering within or on the grounds of the YMCA.
- Cell phone photography or unauthorized photography of members or participants.

The YMCA reserves the right to deny access or membership to any person who has been convicted of any crime involving sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, chemicals, narcotics, or intoxicating beverages.

Members and guests are expected to take responsibility for their personal comfort, hygiene, and safety. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a staff person or the Manager on Duty.

Suspension or termination of YMCA membership privileges may result if the Executive Director determines that a violation of the Member's Code of Conduct occurred.

Signature: _____ Date: _____

Signature: _____ Date: _____

OFFICE USE:

Received by: _____ Date: _____ Input: _____ Date: _____