

YMCA MEMBERSHIP AGREEMENT

The Walla Walla YMCA ("YMCA" or "Y") is a 501c3 nonprofit organization. The following Membership Dues terms and conditions and Membership Policies shall apply to the Member's membership at the YMCA.

YMCA MEMBERSHIP DUES

Membership dues are either paid on a monthly basis or upfront for a 12-month period, at the Member's election. Membership dues are non-transferable and non-refundable. Membership anniversary dates cannot be modified or extended.

ANNUAL PAYMENT (i.e., 12-MONTH MEMBERSHIP) TERMS AND CONDITIONS: The Member pays twelve (12) months of membership dues in one upfront payment. If the Member joins the YMCA in the middle of a given month, the month in which the Member joins will be prorated. The membership expiration date will be one year from the first day of the month following the Member's joining date. Renewal notices are mailed or sent electronically approximately 30 days prior to the membership expiration date and are payable on or before the renewal date. If circumstances prevent prompt payment, please contact the YMCA. Rate changes, if any, will be communicated at the time of renewal. Annual membership payments are non-refundable and non-transferable.

MONTHLY PAYMENT TERMS AND CONDITIONS: Monthly membership is a continuous membership plan and this membership will remain in effect until written notice of termination is given by the Member. To cancel or change the membership, you must provide 30 days of advance written notice to the YMCA, either electronically or in person. Notification must be received by the last day of the month for termination to be effective prior to the start of the following month (e.g., if a notice of termination is given by June 30th, then the Member will not be charged starting August 1st). Monthly drafts pay for the calendar month that the draft falls within. The Member account holder is responsible for reviewing personal bank account information and confirming that the YMCA has cancelled the membership after the Member provided the YMCA with sufficient written notice as required. The Member is obligated to notify the YMCA immediately if the monthly draft has not been cancelled as requested. The Member account holder has 60 days after the last monthly draft to notify the YMCA of any discrepancy. It is the Member account holder's responsibility to provide at least 30 days of advance written notice to the YMCA should there be any anticipated changes in the Member's financial institution. Should the Member account holder's bank for any reason not honor any membership deduction, the Member agrees that they are still responsible for that payment. This is in addition to any service fee the Member's bank may charge. The YMCA Board of Directors may, at its discretion, adjust the monthly rate applicable to a category of membership once per year. A minimum of four weeks of advance notice will be posted at the YMCA and an email notice will be sent to members prior to any such change. NSF collection fees of \$25 will be applied to the Member's account for any auto-deduction not paid by the Member's financial institution.

MONTHLY PAYMENT OPTION 1: MONTHLY BANK DRAFT. This is an automatic withdrawal system where payment of membership dues are regularly withdrawn from the Member's designated bank account on the 1st or 15th of each month if not on a weekend, or the next business day. Monthly withdrawals pay for facility access during the month that the payment falls within (from the 1st to the end of the designated month).

MONTHLY PAYMENT OPTION 2: MONTHLY BANK CARD. This is an automatic withdrawal system where payments of membership dues are regularly withdrawn from the Member's designated debit/credit card on the 15th of each month if not on a weekend or the next business day. Monthly withdrawals pay for facility access during the month that the payment falls within (from the 1st to the end of the designated month).

THIRD PARTY PAYOR PLANS. YMCA Membership may be available at no cost or a discounted cost through the Member's Medicare insurance plan. The Member is responsible for confirming annually that their insurance plan will support their YMCA membership. The YMCA reserves the right to terminate its participation in any or all third-party payor plans and will notify the Member of such plan termination at least 30 days in advance.

GENERAL. Any changes to account information must be received in writing by the 1st of the month in order to take effect for that calendar month. The authorization is to remain in full force until the YMCA has received written notification from the account holder of its termination in writing 30 days prior to the desired cancellation date. All cancellations must be received by the last day of the month for the cancellation to be effective for the following month (e.g., if notice is given by June 30th, then the Member will not be charged starting August 1st).

YMCA MEMBERSHIP POLICIES

RIGHT TO USE THE FACILITY. The Member agrees to abide by all YMCA policies and procedures, as posted and/or provided in the Membership Handbook, and understands that failure to act in accordance with these policies may result in expulsion from the YMCA and revocation of the membership. The YMCA reserves the right to modify its policies at any time.

CODE OF CONDUCT. The YMCA is committed to providing a welcoming and safe environment for everyone. The Y

will not tolerate harassment or discrimination of its membership, whether committed by an employee, fellow member, visitor in our space, or vendor. Members will be in violation of the Y's Code of Conduct if they engage in any of the following or similar activities:

- Use or possess alcohol, illegal drugs, or chemicals on YMCA property or in Y operated programs offsite;
- Smoke or vape on YMCA property or in Y-operated programs offsite;
- Carry or conceal a weapon or any device or object that may be used as a weapon;
- Use any video/picture-taking equipment (including cell phones) in the YMCA shower rooms, restrooms, or locker rooms;
- Harass or intimidate 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 behavior, including angry or vulgar language, swearing, name-calling, or shouting;
- Sexually explicit conversation or behavior; any inappropriate or sexual contact with another person on the Y's premises or in Y operated programs offsite;
- Falsification of personal information including but not limited to such things as enrollment information or entering a locker room under false pretenses;
- Clothing that portrays offensive or negative messages;
- Theft or behavior that results in the destruction or loss of property;
- Loitering within or on the grounds of the YMCA; and
- Refusing to adhere to staff requests including state mandated health or other regulations.

ADMITTANCE POLICY. Member understands that they will be denied access to the YMCA if their account is not current. Member understands that to enter the YMCA on each visit, they will need to provide the proper identification in the form of a Y-issued membership card or photo ID.

CELL PHONE/VIDEO TAPING. For the safety and security of our members and guests, any and all video/photo equipment may not be used in lockers rooms, dressing areas, shower areas, restrooms, or other areas generally deemed to be "private" within the YMCA facilities. Member understands that no photographing or videoing is allowed on YMCA property or in YMCA programs, on- or off-site, without advance written permission from the YMCA.

BACKGROUND SCREENING. Member acknowledges that it is the policy of the YMCA to deny membership to any individual convicted of a sexual offense or who is a registered sex offender and that the YMCA periodically checks its membership records for criminal history. The YMCA reserves the right to terminate a membership if the YMCA becomes aware that a member has been convicted of a sexual offense or violent crime.

INSURANCE. Member understands that the YMCA does not provide any accident or health insurance for its members or participants and further understands it is the Member's responsibility to provide such coverage.

MEMBER HEALTH. Member represents that they are in physically sound condition and understands that participation in exercise, weight training, recreational sports, and use of pools, spas, saunas, steam rooms, and fitness equipment carries a potential risk of injuries. Member further understands that the YMCA assumes no responsibility for any such injury or illness.

PHOTOGRAPH PERMISSION. Member hereby permits the YMCA to use, without limitation or obligation, photographs or other media that may include the Member's image or voice to promote or to interpret the YMCA programs. The YMCA shall have absolute right to use such pictures, in whole or in part, to publish, copyright and reproduce said pictures. If the person photographed is under 18, the Member certifies that he/she is the minor's parent or legal guardian and the Member gives consent on the minor's behalf for the YMCA to use, without limitation or obligation, the photographs or other media.

PROPERTY LOSS. Member understands that the YMCA is not responsible for any personal property that may be lost, damaged, or stolen while using YMCA facilities or participating in YMCA programs.

MEMBER AGREEMENT

I understand that by enrolling in one of the payment methods noted above, that the terms and conditions of payment and the YMCA's membership policies apply to my membership. In addition, by signing below, I authorize the YMCA to withdraw membership payments in accordance with the terms and conditions of this Membership Agreement. In addition, I acknowledge that the YMCA's Membership Handbook is available at any time upon request.

PARTICIPANT RELEASE AND WAIVER OF LIABILITY

This PARTICIPANT RELEASE AND WAIVER OF LIABILITY (this "**Release**") is executed on the date set forth below by the participant named below ("**Participant**" or "**I**"), in favor of the Walla Walla YMCA and its agents (collectively, the "**YMCA**"). By signing below, Participant is agreeing to the terms of this Release on its own behalf, as well as on behalf of the minors identified on Participant's account and any other family members or guests that Participant may invite to participate in activities hosted or organized by the YMCA ("**Activities**"). I understand that the Activities may include, but are not limited to, using the YMCA's facilities or equipment and participating in on- or off-site programs that are affiliated with the YMCA. In exchange for being allowed to participate in the Activities and for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. **Assumption of Risk.** I am aware and understand that the Activities may be dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks, including the risk of serious injury, disability, death, disease, and/or property damage. I acknowledge that any injuries that I sustain may result from or be compounded by the actions, omissions, or negligence of the YMCA, including negligent emergency response of the YMCA. Notwithstanding the risk, I acknowledge that I am voluntarily participating in the Activities with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, disease, and/or property damage arising from the Activities, whether caused by the ordinary negligence of the YMCA or otherwise.
2. **Medical Treatment.** I hereby give consent and authority to the YMCA to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment or medical transportation. I hereby release, forever discharge, indemnify and hold harmless the YMCA from any claim whatsoever in connection with such treatment or other medical services.
3. **Release and Waiver.** I hereby fully and forever release and discharge the YMCA from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I agree not to make or bring any such claim or demand against the YMCA, and fully and forever release and discharge the YMCA from liability under such claims or demands. I UNDERSTAND THAT THIS RELEASE DISCHARGES THE YMCA FROM ANY LIABILITY OR CLAIM THAT I, MY NEXT OF KIN, HEIRS, EXECUTORS, ADMINISTRATORS, DEPENDENTS, BENEFICIARIES AND ASSIGNS MAY HAVE AGAINST THE YMCA WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE YMCA OR OTHERWISE.
4. **Insurance.** I UNDERSTAND THAT THE YMCA DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE OF ANY NATURE IN THE EVENT OF MY INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY PROPERTY. I expressly waive any claim for compensation or liability on the part of the YMCA in the event of any injury or medical expense.
5. **Indemnification.** I hereby agree to indemnify, defend, and hold harmless the YMCA from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to my participation in the Activities, including any claim related to my own negligence or the ordinary negligence of the YMCA.
6. **Transportation Waiver.** If the YMCA provides or organizes transportation related to the Activities, I understand there are special dangers and risks inherent not only in the Activities but in being transported by vehicle, including but not limited to, the risk of serious physical injury, death or other harmful consequences which may arise directly or indirectly from my participation in being transported by vehicle to and from the Activities. I assume all risk of injury, damage and harm which may arise from transportation to and from the Activities. I further agree to release and hold harmless the YMCA and agree to waive any right of recovery that I may have to bring a claim or lawsuit for damages against the YMCA for any personal injury, death or other harmful consequences occurring to me arising out of my being transported to and from the Activities. I grant full and voluntary consent to be transported to and from the Activities.
7. **Miscellaneous.** I hereby agree that this release represents the full understanding between the YMCA and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be

valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the YMCA and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

8. **Governing Law.** I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Washington without reference to any choice of law doctrine.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE YMCA. I recognize that if I have any questions regarding my waiver of rights, I should consult an attorney.

MINORS: I am the parent or legal guardian of the minor(s) who are participating as members or in YMCA programs. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release on their behalf. I understand that I will be required to provide my contact information to the YMCA Membership Services for the minor(s).