

BRANCH #			MEMBERSHIP #								
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## YMCA OF GREATER GRAND RAPIDS GUEST PASS

WELCOME to the Y! We hope your visit with us as a guest is an enjoyable one. Before you utilize our facility, we ask that you read our guest guidelines below and sign the waiver statement on the back of this form.

- All guests 18+ will be screened against the National Sex Offender Database. No one listed on the National Sex Offender Database is allowed access to any YMCA of Greater Grand Rapids branches or facilities.
- All quests 18+ must present a valid government-issued ID and carry this ID with you at all times.
- A YMCA member needs to accompany quests during their visit; two quests per member per visit.
- Guests under the age of 18 will provide a waiver signed by their parent or legal guardian before entry is allowed; this will be verified by a Y staff member. The waiver is good for one year from the date of signature.
- Guests 11+ are permitted access without a parent/legal guardian once a signed waiver is on file, but they must be accompanied by a member.
- Guests will have their photos taken during check in.

**GUEST INFORMATION** 

- For safety and security reasons, we ask that you do not leave and re-enter the facility.
- All guests agree to follow our YMCA Code of Conduct, which is available at the Welcome Desk.
- Each YMCA facility may determine if there are any restrictions to using the Y during peak hours.
- Each time a guest visits they will be required to pay a guest fee.

FIRST NAME					M.I.		LAST NAME		
GENDER DATE OF BIRTH									
GUE	ST MAI	LING ADD	RESS						
STREET	г								
CITY					PHONE NUMBER				
ST	ST ZIP				EMAIL ADDRESS				
GU	EST FAN	AILY MEM	BERS						
	NAME (LAST	NAME (LAST, IF DIFFERENT)  DATE OF		DATE OF BIRTH		GENDER	R EMAIL ADDRESS (ALL ADULTS)		
	1.								
	2.								
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ME	MBER N	AME			м	EMBER S	SIGNATURE		
FULL NAME					TODAY'S DATE				
PHONE	PHONE NUMBER				STAFF				



# YMCA OF GREATER GRAND RAPIDS LIABILITY FORM

## **RELEASE AND WAIVER OF LIABLITY AND INDEMNITY AGREEMENT-** ALL ADULTS MUST COMPLETE

#### **PROGRAM WAIVER OF LIABILITY**

I am aware and understand that the YMCA of Greater Grand Rapids assumes no responsibility for any injuries, death, illnesses, or contraction of contagious and infectious diseases, including coronavirus disease 2019 ("COVID-19"), which I or my child may sustain as a result of my or my child's physical condition or resulting from my or my child's participation in any activities, programs, exercise, or the use of any facility, equipment, or other activities organized or sponsored by the YMCA of Greater Grand Rapids & Affiliates (the "Activities").

I EXPRESSLY ACKNOWLEDGE THAT I ASSUME ANY AND ALL RISK FOR ANY AND ALL INJURIES, DEATH, ILLNESSES, OR CONTRACTION OF CONTAGIOUS AND INFECTIOUS DISEASES, INCLUDING COVID-19, THAT MAY RESULT FROM MY OR MY CHILD"S PHYSICAL CONDITION OR RESULTING FROM MY OR MY CHILD"S PARTICIPATION IN THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE YMCA OF GREATER GRAND RAPIDS OR OTHERWISE.

In consideration of the privilege of joining, or using the YMCA, I hereby voluntarily waive, discharge and release the YMCA of Greater Grand Rapids & Affiliates, their officers, directors, agents, volunteers, and employees from any and all claims or demands, now known or hereafter known, for any injury, death, loss or damage, including property damage, or contraction of contagious and infectious diseases, including COVID-19, that I or my child may suffer arising out of or attributable to the Activities, whether arising out of the negligence of the YMCA of Greater Grand Rapids or otherwise. I covenant not to make or bring any such claim against the YMCA of Greater Grand Rapids & Affiliates, their officers, directors, agents, volunteers, and employees, and forever release and discharge the YMCA of Greater Grand Rapids & Affiliates, their officers, directors, agents, volunteers, and employees from liability under such claims or demands. I understand the YMCA of Greater Grand Rapids is NOT responsible for personal property lost or stolen while members and/or program participants are using YMCA facilities or on YMCA premises. ALL prospective and current YMCA members are screened against a national, state and/or tribal sex offender registry or database.

#### **GENERAL**

This Liability Waiver constitutes the sole and entire agreement of the YMCA of Greater Grand Rapids and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Liability Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Liability Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Liability Waiver is binding on my estate, heirs, personal representatives, executors, administrators, successors, and assigns, and shall inure to the benefit of the YMCA of Greater Grand Rapids and its respective successors and assigns. All matters arising out of or relating to this Liability Waiver shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any claim or cause of action arising under this Liability Waiver may be brought only in the federal and state courts located in Kent County, Michigan and I hereby consent to the exclusive jurisdiction of such courts. Any claim or cause of action arising under this Liability Waiver may be brought only in the federal and state courts located in Kent County, Michigan and I hereby consent to the exclusive jurisdiction of such courts.

#### **GUEST SIGNATURE**

BY SIGNING OR CLICKING TO AGREE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS LIABILITY WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, INCLUDING THE RIGHT TO SUE THE YMCA OF GREATER GRAND RAPIDS AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

ADULT PARTICIPANT							
PRINTED NAME	SIGNATURE	DATE					

#### **MINOR GUESTS ONLY**

FOR MINOR PROGRAM PARTICIPANTS ONLY – I REPRESENT AND WARRANT THAT I AM THE PARENT AND/OR GUARDIAN OF THE MINOR NAMED BELOW WHO IS CURRENTLY UNDER THE AGE OF 18, AND I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS LIABILITY WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, INCLUDING THE RIGHT TO SUE THE YMCA OF GREATER GRAND RAPIDS AND INTENT THAT MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

FOR MINOR GUESTS ONLY- I certify that I am the parent and/or legal guardian of (the minor) who is currently under the age of 18.



# YMCA OF GREATER GRAND RAPIDS MEDIA RELEASE AGREEMENT

## MEDIA RELEASE AGREEMENT- ALL ADULTS MUST COMPLETE

#### **MEDIA RELEASE AGREEMENT**

For my participation in activities to be conducted by the Young Men's Christian Association of the United States of America ("YMCA of the USA"), including the Young Men's Christian Association of Greater Grand Rapids or any of its chartered member associations in the United States (collectively, the "Y"), and collaborating third parties and their respective officers, directors, employees, agents, volunteers and contractors (collectively, "Activities"), I hereby grant and authorize the Y the right to take, edit, alter, copy, exhibit, publish, broadcast, webcast, distribute, copyright, make use of and prepare derivative works from any and all pictures, films, tapes, audio recordings, or video submitted to or taken by the Y (the "Media") of my appearance at or participation in any Activities, to be used in and/or for promotional materials as the Y sees fit in accordance with its standards and policies, including, but not limited to, newsletters, flyers, posters, brochures, advertisements, annual reports, press kits, and submissions to journalists, websites, social networking sites and any other print, audio, electronic, and digital communications, without payment, royalties, or any other consideration (collectively, "Media Release").

This authorization extends to all languages, media, formats and markets now known or hereafter devised, and I hereby waive any right to inspect or approve any of the Media and its use. This authorization shall continue indefinitely, unless I otherwise revoke said authorization in writing upon thirty (30) days' prior written notice to the Y (the "Notice"); provided, however, that such revocation will only apply to new future use and will not require the Y to take down, remove or stop using any Media in use by the Y at the time of the Notice.

I understand and agree that these materials shall become the property of the Y and will not be returned, even upon my revocation of the Media Release. This Media Release Agreement shall be governed by and in accordance with the laws of the State of Michigan without reference to conflicts of laws provisions, and any suit or claim shall only be brought in the state or federal courts of Kent County, Michigan.

I hereby agree to indemnify, defend, hold harmless and release the Y from all liability, petitions, and causes of action and claims, damages, and costs (including attorney fees) which I, my heirs, personal representatives, executors, administrators, successors or assigns or any other persons may make relating to or otherwise arising out of the Media, the Media Release or this Release Agreement while acting on my behalf or on behalf of my estate.

I represent and warrant that I am 18 years of age or older and, if not, my parent or legal guardian has also provided his or her consent by signing below. I have read and fully understand all of the terms of the YMCA Media Release Agreement.

#### **GUEST SIGNATURE**

BY SIGNING OR CLICKING TO AGREE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS LIABILITY WAIVER AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, INCLUDING THE RIGHT TO SUE THE YMCA OF GREATER GRAND RAPIDS AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

ADULT PARTICIPANT							
PRINTED NAME	SIGNATURE						

#### FOR MINOR GUESTS ONLY- I certify that I am the parent and/or legal guardian of (the minor) who is currently under the age of 18.

IF THE INDIVIDUAL GIVING THE MEDIA RELEASE IS LESS THAN 18 YEARS OF AGE ("MINOR"), I REPRESENT AND WARRANT THAT I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE MINOR. AND THAT I HAVE READ AND FULLY UNDERSTAND ALL OF THE TERMS OF THE YMCA MEDIA RELEASE AGREEMENT.

FOR MINOR GUESTS ONLY- I certify that I am the parent and/or legal guardian of (the minor) who is currently under the age of 18.

MINOR NAME	SIGNATURE OF PARENT/GUARDIAN	PARENT/GUARDIAN DATE OF BIRTH
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