



# MY Y ON MY TIME

TUSCARAWAS COUNTY YMCA



# WELCOME PACKET

# TUSCARAWAS COUNTY YMCA 24/7 FITNESS CENTER ACCESS



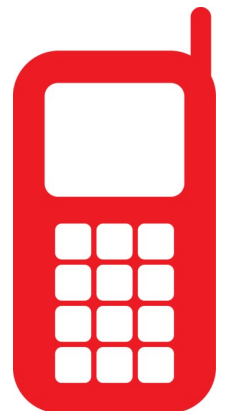
Thanks for being part of this amazing membership perk.

This privilege is available to adult members who register and follow the rules and safety precautions of 24/7 Access. With your help, we can ensure 24/7 Access is secure and available.

## Reminders:

- The YMCA has a **Zero Tolerance Policy** which states anyone found bringing in guests, whether by personal report, review of YMCA cameras, or other means, will have their 24/7 Access terminated and other YMCA membership privileges may be subject to review.
- **Membership dues must be in good standing.** Any defaults will immediately cancel 24/7 Access and YMCA membership will be placed on financial hold with no access.
- Use the Main Entrance during normal facility hours.
- 24/7 Access Door **must** close between each scan.
- Registered Tuscarawas County YMCA 24/7 Access Members only. No Guests (including family) are permitted to enter.
- Each Y 24/7 member must scan their **own** card to enter. Security cameras monitor access and usage.
- Do **not** open the door for others.
- If you do not have your card you may **not** enter. If your card does not work you may not enter. Please return during normal business hours and stop by the Member Service Center to fix the issue.
- Be aware of your surroundings at all times. No staff on duty.
- Alcohol and Drug use are prohibited at the Facility. No smoking or vaping. No firearms.

**The Y highly recommends you bring a cell phone.**  
**In case of emergency >>> Call 911.**



# MY COPY OF THE AGREEMENTS SIGNED AT ENROLLMENT

TUSCARAWAS COUNTY YMCA 24/7 FITNESS CENTER ACCESS

## RELEASE OF LIABILITY, PROMISE NOT TO SUE, AND ASSUMPTION OF RISK AGREEMENT



In consideration for being allowed after-hours access to the YMCA Fitness Center at 600 Monroe Street, Dover, Ohio, including its sidewalks, entrances and parking lots, (hereinafter "Facility") and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, I agree to the terms of this Release of Liability, Promise Not To Sue, and Assumption Of Risk Agreement ("Agreement"). On behalf of myself and my next of kin, heirs and representatives, I release from all liability and promise not to sue The Tuscarawas County Y.M.C.A. Foundation, Inc. and the Tuscarawas County Young Men's Christian Association and their respective employees, officers, directors and agents (collectively "YMCA") from any and all losses, liabilities, lawsuits, claims, causes of actions, fines, penalties, damages, physical or psychological injury, illness, damages, or economic or emotional loss, injuries of any kind or nature to person (including without limitation disability, injury and death) or property, both known and unknown, that I may suffer because of or in any way related to the Facility, accessing the Facility, conducting or participating in any activity at the Facility, including without limitation travel to and from the Facility, except to the extent caused by the intentional or malicious misconduct of the YMCA (hereinafter "Released Claims").

I am voluntarily accessing the Facility after hours. I am aware of the risks associated with traveling to/from, accessing the Facility and participating in any activities at the Facility. I understand that injuries may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or the condition of the Facility. Nonetheless, I assume all related risks, both known or unknown to me, of my accessing the Facility and participating in any activities at the Facility, except for intentional or malicious misconduct of the YMCA.

I agree to release, defend, indemnify and hold the YMCA harmless, and covenant not to sue the YMCA, from any and all Released Claims, except for intentional or malicious misconduct of the YMCA. If I need medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am not relying on any representations, promises or statements of the YMCA in making my decision to sign this document.

I am 18 years or older. I understand the legal consequences of signing this document, including (a) releasing the YMCA from all liability, (b) promising not to sue the YMCA, (c) and assuming all risks of accessing the Facility, including travel to, from and during any activity at the Facility. This Agreement shall be binding and inure to the benefit of the parties, their heirs, successors and assigns. I understand that this document is written to be as broad and inclusive as legally permitted by the State of Ohio. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms. I understand that I am only permitted to enter the Facility after hours based upon my execution of this document. No other representations concerning the legal effect of this document have been made to me.

# MY COPY OF THE RULES SIGNED AT ENROLLMENT

## TUSCARAWAS COUNTY YMCA 24/7 FITNESS CENTER ACCESS RULES



I understand that I am using the Facility outside normal Facility hours of operation. I acknowledge I am at least 18 years old. I must use my membership card to enter after hours. If I do not have my card – I CAN NOT ENTER. If my card does not work I understand I cannot enter the Facility and must come to the Y during normal business hours to have my card fixed. I acknowledge that I must scan my card before entering–this documents my entrance and access. There are no guest privileges, including children. NO EXCEPTIONS! Everyone must scan their own membership card one at a time. I will not open the door for other users. I will not let family members or third parties use my card for access. I will make sure the door closes behind me when I enter. I will follow all safety procedures and rules posted in the Facility.

I understand the YMCA HIGHLY recommends that I bring a cell phone with me for emergencies. I agree to call 911 immediately for any emergencies and if I cannot access my phone I will use the panic buttons in the Fitness Center. Please be aware of your surroundings, the location of the Panic Button for emergencies, AED Machine, Fire Pulls and Fire Exits in case of emergency. Inclement weather (snow, ice and rain) will not be addressed outside of normal business hours and I agree to take extra precautions to guard against these risks.

I understand there will be no staff supervision after hours. I am aware that if I am injured, become unconscious, or suffer a stroke or heart attack, that there may be no one to respond to the emergency and the Y has no duty to provide assistance to me even though this Facility is equipped with surveillance cameras. Surveillance cameras may not be monitored in real time and are not located in the parking lots. Please park in a well lit area close to the building.

The Tuscarawas County YMCA urges users to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. I agree that if I engage in any physical exercise or activity, or use any Tuscarawas County YMCA amenities at the Facility, I do so entirely at my own risk. If you suffer from any health condition which makes you susceptible to fainting, falling, blacking out or have any health condition which poses a risk while engaging in exercise, you should not use the Facility after hours.

Alcohol and Drug use are prohibited at the Facility, and I agree not to use the Facility while under the influence of any intoxicating substance, including prescription medications. In the event of a fire I will immediately leave the building and call 911. In the event of a tornado I will seek shelter in the restrooms. In the event of a power outage I agree to leave the Facility immediately.

The YMCA conducts regular sex offender screenings on all members. If a sex offender match occurs, the YMCA reserves the right to cancel membership and end program participation without notice. Should I fail the background check/screening, my 24/7 access and membership will be immediately revoked.