

## Greater Marinette-Menominee YMCA Extended Wellness Facility Agreement, Waiver and Release Form

- Use of the Marinette-Menominee YMCA (MMY) facility outside of staffed hours of operation is for MMY members only. Members must be at least 18 years of age, have passed a criminal background check, have purchased a key fob, and must use their assigned key fob to gain entrance. Family members on my membership cannot use my extended access, even if I am present. I understand if my key fob is used to let anyone in I will lose my extended access permanently and possibly lose my MMY membership. **Initials:** \_\_\_\_\_
- The MMY will conduct an extensive criminal background check (examples may include: theft/or violent acts) using the information I provide. The results of the background check are strictly confidential. I understand that should my background check not meet the stringent requirements of having extended access, I understand that my key fob will be deactivated, and I am not entitled to a refund of fees paid. I understand I will receive a form of communication when my access is available or revoked. **Initials:** \_\_\_\_\_
- The MMY HIGHLY recommends that you have an adult workout partner, who has an extended membership with the MMY, accompany you while using the MMY extended hours facility (unauthorized personal training is not allowed and will result in termination of extended access). You have agreed to purchase a membership key fob which will allow you access to the MMY facility outside of staffed hours of operation. As such, you are aware that there will be no staff or assistance when using the facility(s) outside of the regularly staffed hours of operation. You are also aware that should you become injured, unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this facility has no duty to provide assistance to you. **Initials:** \_\_\_\_\_
- Physical exercise can be strenuous and subject to risk of serious injury. The MMY urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in physical exercise or activity, or use any MMY amenity on the premises, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. The MMY is also not responsible for any loss of or damage to your personal property. **Initials:** \_\_\_\_\_

- This agreement includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; a) your use of the allowed amenities (gym space, free weight room, lifestyle center, gymnasium, racquetball courts, studio 4, and cycling studio only) and equipment in the facility and your participation in any activity, b) the sudden and unforeseen malfunctioning of any equipment, c) you slipping and/or falling while on the MMY premises, including adjacent sidewalks and parking areas. I understand that the following areas/amenities are not available outside of regular business hours: Men's & Women's (downstairs) locker rooms, pool, hot tub, sauna steam room, and personal training. **Initials:** \_\_\_\_\_
  
- Snow removal will not be available outside of regularly scheduled hours. Members with extended access can utilize the MMY but do so at their own risk from the elements. **Initials:** \_\_\_\_\_
  
- Under sole discretion of the MMY, my extended access may not be granted or may be revoked at any time (ex: membership is on hold, terminated, or unauthorized outstanding balances on my account) **Initials:** \_\_\_\_\_
  
- I understand and acknowledge that unauthorized use of video or photos is strictly prohibited. **Initials:** \_\_\_\_\_
  
- You acknowledge that you have carefully read this agreement and fully understand that it is a release of liability. You expressly agree to release and discharge the MMY and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the MMY for negligence, personal injury or property damage. **Initials:** \_\_\_\_\_
  
- Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed, and the remainder of this agreement will remain in full force. By signing below, I give the Greater Marinette-Menominee YMCA (MMY) permission to conduct a criminal background check on me. **Initials:** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

First/Middle/Last Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Driver's license #: \_\_\_\_\_

Exp.: \_\_\_\_\_ State: \_\_\_\_\_

Address/City/State/Zip: \_\_\_\_\_

\_\_\_\_\_

Other than Wisconsin, other states lived in within last 7 years(dates, locations): \_\_\_\_\_

Current Email address:

\_\_\_\_\_

Phone: \_\_\_\_\_

Gender/Race/Ethnicity: \_\_\_\_\_ Ke

y Fob #: \_\_\_\_\_

**(Staff Only) Dated/staff initial:** \_\_\_\_\_