



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

## OSHKOSH COMMUNITY YMCA RELEASE AND WAIVER OF LIABILITY AND IDEMNITY AGREEMENT

The Oshkosh Community YMCA is founded on Christian principles and values and prohibits inappropriate behavior and conduct. This includes, but is not limited to, profanity or abusive language, inappropriate or revealing attire, smoking, use of alcohol or drugs, sexually explicit conversation or behavior, any sexual contact with another person, harassment or intimidation, the removal of YMCA property, carrying or concealing a weapon or criminal conduct of any type. Such inappropriate behavior or conduct is unacceptable, and the YMCA consequently retains the right to deny memberships to its applicants and to revoke a membership of any current member or participant at its sole discretion.

In addition, the YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving child and/or sexual abuse, has ever been convicted of any offense relating to the use, sale, possession or transportation of narcotics or habit forming and/or dangerous drugs or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics or intoxicating beverages.

***THE OSHKOSH COMMUNITY YMCA TAKES A NO TOLERANCE STANCE FOR ANYONE REGISTERED AS A SEXUAL OFFENDER.***

***ALL YMCA MEMBERS ARE SCREENED AGAINST THE NATIONAL SEX OFFENDER REGISTRY.***

Members and guests are encouraged to take responsibility for their personal comfort and safety by asking any person whose behavior threatens their comfort to refrain from such behavior. Anyone who feels uncomfortable in confronting a person directly should report the behavior to a staff person or the building supervisor on duty.

The YMCA is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for all, all individuals are asked to act appropriately always when in our facility or participating in our programs. In further consideration of being permitted to enter the Oshkosh Community YMCA (hereinafter referred to as the Y) for any purpose including, but not limited to, observation or use of facilities or equipment or participation in any off-site program affiliated with the Y. The undersigned hereby agrees to the following: THE UNDERSIGNED hereby releases, waives, discharges and covenants not to sue the Y and all branches thereof, its directors, officers, employees and agents (hereinafter referred to as releasees) from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any loss or damages and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with the Y.

THE UNDERSIGNED hereby agrees to indemnify and save and hold harmless the releasees and each of them from any loss, liability, damage for cost they may incur due to the presence of the undersigned in, upon or about the Y premises or in any way observing or using any facilities or equipment of the Y whether caused by the negligence of the releasees or otherwise.

THE UNDERSIGNED hereby assumes full responsibility for all risk of bodily injury, death, or property damage due to negligence of release or otherwise while in about or upon the premises of the Y and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Y.

THE UNDERSIGNED further expressly agrees that the foregoing Release, Waiver, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

THE UNDERSIGNED has read and voluntarily signs the Release and Waiver of Liability and Indemnity Agreement and further agrees that no oral representations, statements, or inducement apart from the foregoing written agreement have been made.

OSHKOSH COMMUNITY YMCA • [www.oshkoshymca.org](http://www.oshkoshymca.org)

DOWNTOWN 324 Washington Avenue, Oshkosh, WI 54901 • 920-236-3380

20TH AVENUE 3303 West 20th Avenue, Oshkosh, WI 54904 • 920-230-8439

TENNIS CENTER 640 E. County Trunk Y, Oshkosh, WI 54901 • 920-236-3400



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**Photo/Talent Release:** I hereby irrevocably release, consent, and allow the YMCA and its agents to use my photograph/likeness/voice, as it pertains to my participation with the YMCA, in any manner for promotional efforts without expectation of any reimbursement in connection with its use.

**Permission to Provide Necessary Treatment or Emergency Care:** In the event parent/guardian cannot be reached in an emergency and an individual age 17 or younger is in need of emergency care, I hereby give permission to the qualified personnel selected by the YMCA to request treatment; to release any records necessary for insurance purposes; and to provide or arrange necessary related transportation for me/my child. In the event I cannot be reached or cannot respond in an emergency, I hereby give permission to administer treatment, including hospitalization, for the person who I am registering.

**Dress Code:** Please embrace the family friendly environment of your Y. Any clothing considered an undergarment should not be worn alone. Sports bras are considered an undergarment. Members cannot wear inappropriate, immodest, or sexually revealing attire. Swimsuits are only to be worn in the pool areas. Dress pants, jeans or other items with rivets, buttons or zippers that may damage the upholstery are not allowed. Shirts and closed toed shoes are required in all Health & Wellness areas (which includes indoor track and gyms). The following classes are exempt from wearing shoes during class: Water Aerobics, Yoga, Pilates, Eccentrics and Tai Chi. All other group exercise classes and within the wellness center do require wearing closed toed shoes for safety.

**Credit Policy:** Activities that are canceled by reason of the participant will be accessed a \$15 refund processing fee or given a full credit toward any YMCA activity or membership. There are no credits given for individual classes missed. The YMCA reserves the right to cancel a class when it does not meet the minimum enrollment requirement. You may call or drop by the 20th Ave location (920-230-8439) or the Downtown location (920-236-3380) to request your refund.

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Thank you.

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