



GENERAL TERMS & CONDITIONS

YMCA Etiquette Statement – Our Commitment to Each Other

The YMCA is a shared experience for everyone to enjoy. Each of us can make it better for all by being considerate to others. YMCA members, staff and volunteers pledge to treat one another with respect and dignity. The YMCA reserves the right to suspend or cancel a membership in its sole discretion for inappropriate behaviour or failure to comply with the Etiquette statement outlined on the back of the YMCA membership card.

Your Safety is Important to Us

The YMCA is your partner in achieving an enhanced quality of life through a healthier body, mind and spirit. Our YMCA commitment to proper maintenance and upkeep of our buildings and equipment is an important part of ensuring a safe environment for all to enjoy. This may result in temporary interruptions in service or access to specific areas or equipment within the facility, such as the pool. Membership fee adjustment(s) shall not apply due to maintenance, repair or refurbishment by the YMCA.

Limitation of Liability

While YMCA staff and instructors make every reasonable effort to minimize exposure to known risks, the YMCA recommends that you consult with your physician before participating in any YMCA program, and/or using any YMCA fitness equipment or facilities. Neither the YMCA nor its staff, instructors, or volunteers are licensed medical care providers and have no expertise in determining the effect of any specific program such as an exercise program, or equipment on a medical condition. You understand and agree that in registering for a YMCA program and/or using any YMCA fitness equipment or facilities you may be involved in physical activity and that with any physical activity there is a risk of injury. By participating in YMCA programs and/or using any YMCA fitness equipment or facilities, you agree that you are participating voluntarily and do so at your own risk and you agree to fully release the YMCA and its officers, directors, agents, staff, instructors, and volunteers from all claims or lawsuits for any injuries, death, property damage or theft, losses, or any other liability of any kind arising directly or indirectly out of you participation in YMCA programs and/or use of any YMCA fitness equipment or facilities. This includes the **Small Truck Pull, October 14, 2023.**

YMCA Commitment to Privacy The YMCA of Eastern Ontario is committed to protecting personal information by following responsible information handling practices. We collect and use personal data in order to better meet your service needs, to ensure a safe environment while members are visiting our centers, for statistical purposes to inform you about YMCA program in which you are registered, to complete payment transactions and satisfy regulatory obligations. You may also hear from us periodically about other YMCA programs, services and opportunities that may interest and benefit you. Visit our website at eo.ymca.ca for more information.

I, _____, agree and accept the terms and conditions of this agreement.

Print Name

Signature

Date

Staff Initials

Signature of Parent or Guardian (if applicable)

Date

Staff Initials



Photo and Video Consent, Assignment and Release Form

PURPOSES: For marketing, advertising, promotional and/or communication purposes, the YMCA may, from time to time, take photographs and/or video recordings of YMCA based activities or events that include real people, which photographs and video recordings will be placed in the YMCA National Photo Bank and which may be used by any YMCA in Canada (the “Purposes”). For purposes of this Form, “YMCA” refers to the local YMCAs and YMCA-YWCAs in Canada and to YMCA Canada, the national association of local YMCAs and YMCA-YWCAs across Canada.

By signing this Form, you are consenting to the taking of photographs and/or video recordings of you by the YMCA for the Purposes, you are assigning to the YMCA, and waiving any rights you have related to, any such photographs and/or video recordings, and you are consenting to the use of any such photographs and/or video recordings, in whole or in part, by the YMCA for the Purposes.

For valuable consideration received but without any promise of remuneration, I hereby agree to allow photographs and/or video recordings to be taken of me, whether posed or candid, while I am on YMCA property and/or participating in YMCA activities or events, to be used by the YMCA in connection with the Purposes, whether on the YMCA’s internet web site, in YMCA printed materials, or in any other medium (the “Work Product”). I confirm that the YMCA shall not be obligated to use the Work Product.

I understand that the Work Product is being created under the direction and control of the YMCA. I hereby irrevocably assign to the YMCA any and all rights, including copyright, financial or moral, that I may have in the Work Product. I agree that the YMCA has the sole worldwide ownership and rights in and to the Work Product, including copyright interests, and I acknowledge that I have no interest or ownership in the Work Product or its copyright. Photos and/or video recordings will not be sold to third parties and will not be used by third parties except in cases where a third party has been contracted by the YMCA to create the Work Product.

I agree that I will not bring or consent to others bringing a claim or action against the YMCA on the grounds that anything contained in the Work Product, or in the manner in which the Work Product is used, is defamatory, reflects adversely on me, or violates any other right whatsoever, including, rights of privacy and publicity. **I hereby release and forever discharge each of the YMCAs**, its officers, directors, employees, agents, partners and affiliates, and their respective heirs, executors, personal legal representatives, successors and assigns, as applicable, from all actions, claims, causes of action, suits, demands, liabilities and damages whatsoever, in law or equity, which I may have against any of them in connection with the Work Product.

I confirm that I am over the age of 18 and am competent to execute this Form and to participate in the development of the Work Product; or, to the extent that I am under the age of 18, have had my parent or guardian review this Form and consent to my participation in the creation of the Work Product on my behalf. Any inconsistency between this Form as expressed in English and any other language shall, to the full extent permitted by applicable law, be resolved by reference to the English version. Les parties ont convenu de rediger cette entente en anglais.

By signing my name, I (or my legal guardian) acknowledge that I (or we) have carefully read and understand his Form.

Date: _____ Print Name of Participant: _____

Address: _____ Telephone No.: _____

Name of Parent/Guardian (Print) if applicable

Signature of Participant or Parent/Guardian if applicable

Name of Witness (Print)

Signature of Witness