



Mecklenburg County YMCA 24/7 ACCESS GUIDELINES AND AGREEMENT

Utilization of 24/7 access to the Mecklenburg County YMCA requires the signing of this document by each eligible individual who wishes to access the facility after hours. The YMCA has a strict honor code based on our values of honesty, respect, caring, and responsibility. If a member fails to abide by the policies established or follow member conduct guidelines, their 24-hour access and their membership will be revoked without refund. Violations of the Honor Code with trespassing, theft, and other crimes may lead to prosecution. Please read thoroughly as these policies are non-negotiable and will be strictly enforced.

Access

As a member with 24-hour access, you may use the Fitness Center area of the Y at any time. There will be no YMCA staff on hand after normal operating (see operating hours) hours to assist members. After normal operating hours end, the following areas will not be unavailable:

- Group Exercise
- Locker Rooms
- Member Services

Safety and Security

Please be aware that your key fob is to be used only for your entrance into the facility. Members with 24-hour access cannot grant access to others, even if they are known to them. Granting access to another individual is grounds for immediate termination of membership.

For members to have the added benefit of the 24-Hour access program, the YMCA must have a photo ID secured on file. This is required for any member that wants to participate in the 24-Hour access program.

The YMCA has a 24-hour video recording system for security purposes. It will be reviewed daily to address any security concerns and monitor who is entering the building. Please note that this system does not provide staffing assistance for any emergency that might arise. A panic button is located in cardio gym in case of emergency. When button is pressed, 911 is activated. A First Response Medical Alert Necklace is also provided for use next to the AED. Please sanitize and return to its location after use.

If the Y loses power after normal operating hours, 24-hour access will not be available.

Members with 24-hour access will be notified of closures for inclement weather that result in unsafe conditions via news sources and social media.

24-HOUR POLICY AGREEMENT

Age Requirements

24-hour access is limited to adults, age 18 and older. Members who violate this policy may lose their membership privileges.

Guest Policy

Day pass guests are only allowed to use the YMCA during normal business hours when a YMCA staff member is on duty. No guests are allowed to utilize the 24-hour access.

Access Code Entry

24-hour members must use their own access code for entry. In the event that your access code does not work, please call the YMCA during normal operating hours for assistance. Please use the same entrance and exit location when enjoying the 24-hour benefit. Emergency exits are available to use in the event of an emergency.

Membership

Members must provide the Y with contact information changes (address, phone, email) as they occur. I understand that I will be charged \$4.99 per month as part of my continuous membership plan in addition to my regular monthly membership dues in order to use the Y 24-hours per day and that I must give the YMCA a 30-day written notice to stop my monthly draft.

Health and Security While Working Out

Members must wipe down all equipment with provided disinfectant after use. The Mecklenburg County YMCA highly recommends that you have an adult workout partner, who also has 24-hour membership access, accompany you while using the YMCA during unstaffed hours. The Mecklenburg County YMCA uses 24-hour video monitoring of our Centers for security purposes. This system does not provide staffing assistance for emergencies but is reviewed daily to address any security concerns and to monitor building access. It is likely that should you require immediate assistance, none will be provided.

Please note that no staff will be on duty. Use of fitness center is at your own risk.

THE FOLLOWING ARE STRICTLY PROHIBITED

- Use of profanity toward members and staff.
- Providing entry to the facility after normal operating hours to a member or non-member who does not have 24-hour access.
- Bringing a gym bag or another large bag into the facility.
- Providing personal training, consulting, instruction or coaching to other members.
- Theft or destruction of equipment, parts or merchandise.
- Theft from another member or of any contents in the facility.
- Use of equipment in a manner different than intended by the manufacturer.
- Failing to wear shoes, or wearing open-toe shoes, sandals or flip-flops.
- Selling merchandise and/or products of any kind.
- Alcohol and/or drug consumption on the premises.
- Entering the facility under the influence of any substance that impairs the member's physical or mental ability to function normally.
- No food, except for sports drinks and water, is allowed on the fitness floor.
- Physical and verbal confrontations. These will result in revocation of membership for all involved.
- Taking photos or videos of other members in the facility.
- Use of camera or video equipment (including cell phone) in restrooms.
- Using another member's scan card or providing another member's information to purchase items or check-in to the facility.
- No weapons of any type are allowed inside the facility.
- No basketball is allowed at any time. This includes no individual basketball practice.
- Projecting phone calls or music. Any personal music usage requires headphones or earbuds.
- Use of areas in the facilities that are closed/gated.

MEMBER ASSUMPTION OF RISK AND RELEASE

I understand the risk from YMCA activities and use of any YMCA equipment is significant, including the potential for physical or emotional injury, paralysis or permanent disability, death, and property damage.

- 1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown. I acknowledge that this is an unsupervised Fitness Center and I assume all risks associated with using exercise equipment, products and machines as well as exercising alone without the aid of YMCA staff on the premises. In addition, I acknowledge that YMCA activities may include outdoor exposure to additional risks, such as slick surfaces, uneven surfaces, loose rock/gravel, icy/snowy conditions, or other items.*
- 2. I hereby release, indemnify, and hold harmless the Mecklenburg County YMCA and its directors and officers, with respect to any and all injury, disability, death, loss or damage to person or property that may arise out of or in connection with use of any of the equipment, products, machines or the facilities of the YMCA, or an incident that occurs while using the facilities, or otherwise related to my membership.*
- 3. I expressly agree that this release is intended to be as broad and as inclusive as permitted by applicable law and if a portion of this release is held invalid, the balance shall remain in full force and effect. The release shall apply to my heirs, assigns, personal representatives and to any other next of kin. I understand the YMCA is relying on this release in agreeing to enter into this Agreement.*
- 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume-and bear the costs of-all risks that may be created, directly or indirectly, by any such condition.*
- 5. I represent that I have thoroughly read the policies herein and understand that any failure to adhere to the rules will be grounds for immediate termination of all membership privileges.*
- 6. I HAVE READ THE POLICIES AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, VOLUNTARILY, AND FOREVER WITHOUT ANY INDUCEMENT. BY SIGNING THIS DOCUMENT, I AGREE THAT IF I AM HURT OR MY PROPERTY IS DAMAGED DURING MY PARTICIPATION, THEN I MAY BE**

FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT OR ANY CHARGES AGAINST THE PARTIES BEING RELEASED ON THE BASIS OF ANY CLAIM FOR NEGLIGENCE.

TERMS AND CONDITIONS

I hereby confirm that I am aware of and agree to the Terms and Conditions of the 24-Hour Access Policies and Member Assumption of Risk and Release. I also understand that the YMCA may update this document at any time and deactivate member use if the member does not sign the updated document.

I further understand and agree that it is my responsibility to provide any changes to my contact information below.

Signature

Date