

YWCA LOWER CAPE FEAR MEMBER RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services and programs of the YWCA of the Lower Cape Fear for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YWCA of the Lower Cape Fear, without respect to location, the Undersigned hereby:

1. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YWCA of the Lower Cape Fear, its directors, officers, employees and agents (hereinafter referred to as releases) from all liability to the undersigned, his/her personal representatives, guests, heirs and next of kin for any loss or damage and any claim or demands therefore on account of injury to the person or property, sickness or resulting in death of the undersigned while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YWCA of the Lower Cape Fear, without respect to location.

2. AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases who will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by myself, my family members, dependents, or guests, including minors including any loss, liability or cost they may incur due to the presence of the undersigned in, upon or about the YWCA of the Lower Cape Fear premises or in any way observing or using any facilities or equipment of the YWCA of the Lower Cape Fear or participating in any program affiliated with the YWCA Lower Cape Fear.

3. ASSUMES FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, SICKNESS, DEATH, OR PROPERTY DAMAGE of myself, my family members, dependents or guests, including any minors while in, about, or upon the premises of the YWCA of the Lower Cape Fear and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YWCA of the Lower Cape Fear.

THE UNDERSIGNED further expressly agrees that the forgoing **RELEASE, WAIVER AND INDEMNITY AGREEMENT** is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina 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.

MEMBERSHIP POLICY

- The protection of our members and guests participating in our programs and/or using our facilities is of paramount interest to the YWCA of the Lower Cape Fear. The YWCA of

the Lower Cape Fear reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse; is a registered sex offender; habitually or excessively uses narcotics or dangerous drugs; has ever been convicted of any offense relating to use, sale, possession or transportation of narcotics or habit forming and/or dangerous drugs; or continuous or excessive use of intoxicating beverages.

- Members and guests are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain. If a member or guest feels uncomfortable in confronting the person directly, they should report the behavior to a staff person. YWCA of the Lower Cape Fear staff members are eager to be of assistance. Members and guests should not hesitate to notify a staff member if assistance is needed. In order to be able to carry out these policies, we ask that members and guests identify themselves to staff when asked.
- Executive staff will investigate all reported incidents. Suspension or termination of YWCA of the Lower Cape Fear membership privileges may result from a determination by the Executive staff if his/her behavior a violation of the Member Code of Conduct.
- I further agree that any film or video footage, sound track recordings and photo reproductions for me and/or my family will not be subject to any obligation of confidentiality and may be shared with and used by YWCA of the Lower Cape Fear and collaborating third parties.

YWCA of the Lower Cape Fear CODE OF CONDUCT

The YWCA is committed to providing our members and guests a safe, healthy and welcoming atmosphere, while respecting each individual's privacy. We expect persons using the YWCA of the Lower Cape Fear to follow facility policies. Specifically, the YWCA of the Lower Cape Fear prohibits: The unauthorized use of cell phones or cameras, to take photographs or videos of YWCA of the Lower Cape Fear members or staff anywhere within the YWCA of the Lower Cape Fear. Vulgar language including swearing, shouting, or name-calling. Harassment/intimidation or threatening conduct. Theft or destruction of property. Demonstration of sexual contact or activity. Improper contact with minors. Physical contact with another person in an angry or threatening manner. The use of chemicals, tobacco, or alcohol on YWCA of the Lower Cape Fear property or while participating in a YWCA of the Lower Cape Fear activity off site. Unauthorized solicitation of members & program participants. Members and guests are encouraged to take personal responsibility and look out for their own safety & the safety of others at the YWCA of the Lower Cape Fear. If a member or guest observes a problem or

encounters a situation they are uncomfortable with, they are to report this to a YWCA of the Lower Cape Fear staff member immediately.

I have read the above statements regarding the release of liability, membership policies/procedures as well as the YWCA of the Lower Cape Fear code of conduct.

Signature

Date