**Stephens Family YMCA – YMCA Express**

**Access Waiver, Rules & Release Form**

I understand that the use of the YMCA Express facility is for Stephens Family YMCA members only. As a Member I must be at least 18 years of age, have signed the waiver to obtain an Access Key Card from the YMCA member service desk, and must use only my assigned access card to gain entrance. Family members on my membership cannot use my 24/7 access, even if I am present and must obtain their own unique access Key Card through the YMCA member service Desk. I understand that if my access card is used to let anyone else in or if I let anyone inside the YMCA who may be outside (exception to this is an emergency only) that I will lose my 24/7 access permanently and possibly have my Y membership terminated.

We highly recommend that you have an adult workout partner, who has a membership with the Stephens Family YMCA and who also has 24/7 access privileges, accompany you while using YMCA Express. 24/7 access will be done through activation of your membership Key Card and will allow you access to YMCA Express. As such you are aware that there may be periods of time of no supervision or assistance when using this facility. You are also aware that if you are injured, become unconscious, or suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and the facility has no duty to provide assistance to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided.

Because physical exercise can be strenuous and subject to a risk of serious injury, the Stephens Family YMCA 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 any physical exercise or activity, or use any Stephens Family YMCA’s 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 Stephens Family YMCA is also not responsible for any loss of your personal property.

The Y does not permit and will not tolerate any inappropriate conduct. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct or any conduct that harasses or is bothersome to members. No theft or destruction of equipment, parts or merchandise, theft from another member or of any contents in the facility. No alcohol, drugs or smoking, no weapons, no photos or videos of others without their prior knowledge and consent.

This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of (a) your use of all amenities and equipment in the facility and your participation in any activity; (b) the sudden and unforeseen malfunction of any equipment; (c) your slipping and/or falling while on the Stephens Family YMCA’s premises, including adjacent sidewalks and parking area.

By signing below, I acknowledge, and understand, and will comply with this “waiver, rules and release form” and fully understand that it is a release of liability. I agree to release and discharge the Stephens Family YMCA and all affiliates, employees, agents, representatives, successors, officers, or assigns from any and all claims or causes of action. I agree to voluntarily give up and waive any right that I may otherwise have to bring legal action against the Stephens Family YMCA for negligence, personal injury, or property damage/theft.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_/\_\_\_\_/\_\_\_\_