

# YMCA of Simcoe/Muskoka Terms & Conditions

# **YMCA Etiquette Statement**

The YMCA is a shared experience for everyone to enjoy. Each of us can make it better for all by being considerate to others. Our Members, Guests, Volunteers and Staff all accept the responsibility to treat one another with care, honesty, respect, responsibility, and inclusiveness. The YMCA of Simcoe/Muskoka reserves the right to revoke or suspend membership and/or access privileges at its sole discretion, for:

- 1. Any inappropriate behaviour not conducive to a values-based, family environment;
- 2. Any personal conduct (at, or away from YMCA premises) that may be prejudicial to or incompatible with the YMCA's values, goals, business interests and public reputation; or
- 3. Any breach of YMCA rules, policies or procedures (including those relating to harassment or discrimination).

# YMCA Photo ID Policy

All persons 16 years and older must swipe their YMCA Access Card, or show government-issued photo ID to enter the YMCA. You must sign-in at the Member Services Desk before accessing any part of the Y. If you are the parent, guardian, grandparent, relative, or support worker of a member, or even entering as a spectator, you must swipe your own YMCA Access Card, or show government-issued photo ID to gain access to YMCA facilities.

# **YMCA Access Policies**

#### Child (0-12 years of age) Access

Your child's safety is important to us!

- Children (ages 0-12) are not allowed to purchase any YMCA products or services on their own (including access passes) regardless of the method of payment.
- Children under the age of 10 may use YMCA programs supervised by YMCA staff, as well as gymnasiums, pools, courts, or tracks when accompanied by a parent or guardian over the age of 16. To ensure your child's safety, you must remain in the building while your child participates in a YMCA instructor-led program. When your child is not in a YMCA instructor-led program, you must directly supervise them at all times.

## **Swim Supervision Requirements**

This policy applies to all Open Swims, Family Swims, Special Events & Birthday Parties.

- Children under 6 years of age must be directly supervised in the water by a parent/guardian, who is at least 16 years of age, at a ratio of 1:2. All children must be within arm's reach of the guardian in the shallow end.
- Children 6 to 9 years of age must be directly supervised in the water by a parent/guardian, who is at least 16 years of age, at a ratio of 1:4.
- Children 10 and up are welcome to swim in the pool as appropriate to their swim ability. Children will be asked to perform the facility swim test. Those who cannot yet pass the swim test will be required to remain in the shallow end.

#### **Access for Support Workers and/or Service Animals**

All of our Health, Fitness and Aquatics centres meet the accessibility requirements of the Accessibility for Ontarians with Disabilities Act (AODA).

- YMCA participants with a disability are welcome to bring a support worker to assist them at no additional charge. Please note that access and identification policies apply.
- YMCA participants with a disability are welcome to bring a service animal into our facilities. The service animal should be readily identified with visual indicators, such as a vest or harness.

## **Conditioning Room Access**

- YMCA Conditioning Rooms are available anytime the Y is open. Please note that Conditioning Room Etiquette, Safety
  and Attire Practices are strictly enforced. YMCA Trainers and Managers reserve the right to remove any YMCA
  Member or Guests that do not comply.
- YMCA Members and Guests age 10-12 may be allowed to use YMCA Conditioning Rooms upon successful completion of our Youth Wellness Courses, or with authorization from certified YMCA Trainers. They must be directly supervised by a parent/guardian age 16+.

#### **Group Fitness Access**

• YMCA Group Fitness Classes are available for any YMCA Classic or Premium Members or Guests age 13+. Some restrictions apply. Please speak to a YMCA Trainer or Instructor for more information.

# **YMCA Limitation of Liability**

Your safety is important to us. Our commitment to proper maintenance and upkeep of our buildings and equipment is an important part of ensuring a safe environment for all to enjoy. While YMCA staff and volunteers make every reasonable effort to minimize exposure to known risks, our participants understand and agree that there is still a risk of injury. In registering for a YMCA membership or program, or while visiting a YMCA facility, you agree that you and/or your child(ren) are participating voluntarily and do so at your/their own risk. 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 your or your child(ren)'s participation in YMCA membership and programs and/or use of any YMCA equipment or facilities.

# **YMCA Account Information & Privacy**

As a charitable, community based organization, the YMCA of Simcoe/Muskoka is committed to maintaining the confidentiality, privacy and accuracy of the personal information it collects, uses and discloses about its participants, members, donors, parents/guardians, staff and volunteers. As an account holder, it is your responsibility to keep your information secure. Your account password and payment information should never be shared. Please review your privacy settings on a regular basis.

# YMCA Access Card Policy

YMCA Access Cards will only be issued once valid government-issued photo ID is provided (for those under the age of 16, the account holder or payer must be present). All YMCA Access Card holders agree that membership and facility access are non-transferrable (they may only be used by the person indicated (name/photo) on the card). YMCA Access Card holders understand that they must sign-in at the Member Services Desk before accessing any part of the YMCA. If your YMCA Access Card is lost, or stolen, the YMCA should be notified immediately (a replacement fee may apply).

### **YMCA Joining Fee**

The Joining Fee (or Building Enhancement Fee) is a non-refundable contribution which promotes the maintenance and investment in future capital development of YMCA facilities. This one-time payment is required with every new or lapsed (6+ months) YMCA Adult or Senior Membership (one per household).

# **YMCA Payment Agreement**

When purchasing any membership, program, product or service from the YMCA or its representatives, you acknowledge that you have read and fully comprehend all of the YMCA of Simcoe/Muskoka Terms & Conditions. You agree that it is your responsibility to provide the YMCA with your up-to-date personal, contact, and payment information.

- You authorize the YMCA of Simcoe/Muskoka to withdraw funds from your account in accordance with the invoice, payment schedule, and expiry dates you were provided at the point of sale (online, in-person and/or via email). You understand that if you are found to be using YMCA memberships, programs or services for which you have not paid, those fees will be invoiced and added to your balance.
- As the account holder, you agree that any pre-authorized payments rejected by your financial institution will result
  in an additional \$15 administration fee by the YMCA, as well as any bank service charges, and you agree to pay all
  fees. You understand that the YMCA may make a second attempt to recover any outstanding fees, and may
  proceed with collection actions if necessary.
- You understand that YMCA fees, policies and terms & conditions are subject to change. The YMCA will provide written notice (mail and/or email) a minimum of 30 days prior to any changes in your fees or account.

To change, hold, or cancel YMCA memberships, program registration, or other YMCA products and services:

As a YMCA account holder (payer), you agree that you must provide at least 7 days written notice (prior to, but not including your next payment date) in order to change, hold, or cancel any YMCA membership, program registration, or other YMCA product or service, so that any remaining payments can be cancelled.

For scheduled appointments (i.e. Personal Training, Private Swim Lesson, etc.) 24 hours advanced notice will be sufficient. You understand that verbal notice will not be accepted. You understand that for any requests received within or after these notice periods (above), refunds will not be issued (regardless of usage).

\*Please note, any approved refunds for invoices paid by cash, cheque or debit, will be returned by the YMCA of Simcoe/Muskoka in the form of a cheque mailed in the payer's name within 30 days of the YMCA account holder's request. YMCA Sales/Service Representatives are unable to process or provide refunds.