

Terms and Conditions

YMCA Payment Agreement

YMCA Joining Fee

The Joining 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). If minimum membership period of a **promotional membership** is not met additional charges will apply.

Payments

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.
- 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.

Non-Sufficient Funds (NSF) Representation

- Any pre-authorized payment returned by your bank or credit card company will result in a second withdrawal attempt by the bank to recover the funds that you have agreed to pay. This second attempt will occur after 96 hours of your payment date. The YMCA is unable to accept payment for NSF items during this time frame. If a second withdrawal attempt is returned as well, this may result in additional fees, charged to you by your bank, which will be paid solely by you (payer of membership).
- In addition to your bank service charge(s), the YMCA will also levy a service charge on fees returned by your financial institution. You agree to pay all fees and all fees must be paid prior to rejoining the YMCA or to register for YMCA programs.
- You understand that the YMCA may make a second attempt to recover any outstanding fees, and may proceed with collection actions if necessary.

Membership Changes - Hold OR Cancel

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 **14 days** written notice for regular membership (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. If your membership is part of a promotion and you wish to cancel early you will incur a charge of 50% of the membership fees for the balance of the promotion sign up minimum period.
- You understand that verbal notice by phone or voicemail 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).
- It is the responsibility of the member to check their subsequent bank statements to ensure that pre-authorized payments have been terminated and if not to inform the YMCA within 60 days of this cancellation. Refunds will be provided **only** 60 days into the past.
- 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 EFT (Direct deposit or credit card refund) in the payer's name within 60 days of the YMCA account holder's request. YMCA Sales/Service Representatives are unable to process or provide refunds.
- Failure to provide proper written notification will result in your payment being processed as agreed. No refund will be provided.
- A membership can be placed on hold for a maximum of six months. The joining fee will be reapplied after a Membership has been inactive for six+ months.

Booking / Appointment Changes

- Personal Training, Private Swim Lessons or other pre-paid bookings require 24 hours advanced notice to cancel.

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 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.

Payer
Initials

Participant
Initials

Terms and Conditions continued

YMCA Access Policies

YMCA Photo ID Policy

All persons entering the YMCA must swipe their YMCA Access Card, or show government-issued photo ID (16+years) 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.

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).

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 .

- 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 that we are 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.

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).

I want to help my community by making recurring donation to the Financial Assistance Program

Add a donation to my bi-weekly payment: \$2.00

\$5.00

Other \$ _____

CHARITABLE REGISTRATION # 119215119RR0001

www.ymcaofsimcoemuskoka.ca



Building healthy communities

**Payer
Initials**

**Participant
Initials**

Waivers and Agreements

Please take the time to **carefully** review this Release. By signing this Release you are agreeing to bring no claims against the Releasees. You are advised to seek independent legal advice before you sign.



- COVID-19:** I will take actions to prevent the spread of COVID-19; I agree to adhere to physical distancing guidelines in effect in the Province of Ontario and the local Public Health Unit or as directed by YMCA staff/volunteers while visiting the YMCA. I further recognize and understand that while the YMCA has implemented measures to reduce the spread of COVID-19 the YMCA cannot guarantee that I will not become infected by COVID -19 while attending the YMCA or participating in YMCA programs.
- ASSUMPTION OF RISK:** I understand that participant rules will be provided for my safety and I agree to abide by them. I recognize and understand those rules will not and do not eliminate risk of harm to me and I hereby acknowledge and agree that participation in YMCA Programs, Services, On-line Videos, Facilities (“YMCA Programs”) comes with inherent risks. I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participation and that I am voluntarily assuming said risks, including but in no way limited to: injuries from physical exertion; injuries caused by my action or inaction, other participants, program equipment or structures, buildings; changing weather conditions; changes or variations in the terrain; slips, trips, and falls; encounters with nature including toxic plants and animals; failure to stay within my own ability; injuries related to water-based activities; negligence or the acts or omissions of other participants; SARS-CoV-2 and COVID-19 and other infectious or communicable diseases and viruses.
- WAIVER, INDEMNITY AND RELEASE:** In consideration of the YMCA allowing me or my child to participate in YMCA Programs or otherwise use YMCA facilities, I hereby agree to waive any and all claims that I or my child have against the YMCA (including its, administrators, agents, board members, officers, employees, volunteers, successors, and assigns and Town of Collingwood) (collectively “the Releasees”) and to release, indemnify and hold harmless the Releasees from any and all liability for any loss, damage, expense or injury (including, but not limited to, property damage or loss, death, physical and mental injury, disability, disease, virus, infection or any form of infectious/contagious/communicable disease) that I, my child or any third party may suffer arising from, or in relation to, my and my child’s attendance at the YMCA, or use of the YMCA premises/equipment or participation in YMCA activities, due to or arising from negligence, breach of contract, breach of any statutory duty or other duty of care, including any duty of care owed under the *Occupiers Liability Act* on the part of the Releasees or failure to protect me and my child from the inherent or latent dangers of participating in the YMCA programs, provided that the Releasees shall not be released from any liability due to or arising from the gross negligence, intentional torts or recklessness of any of the Releasees.
- LOSS/THEFT** - I understand and agree that the YMCA of Simcoe/Muskoka is not responsible for any loss or theft of my belongings or money. I understand and agree that, as a parent or guardian, I will be responsible for reimbursement of any willful destruction to site and/or equipment, including graffiti, incurred as a result of my child's actions or actions of minors for whom I am responsible.
- If any provision herein is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. For greater certainty, any decision or declaration that one or more of the provisions are null and void shall have no effect on the remaining provisions of this Agreement, which shall remain in force.

Initial here

I hereby acknowledge and agree that I have had time to review this assumption of risk and release form prior to signing, carefully read, fully understand, and am freely and voluntarily executing same. I acknowledge that I have received a copy of the Simcoe/Muskoka YMCA Terms and Conditions and am personally responsible for reading and adhering to the statements, agreements, policies, and procedures set forth.

By signing below, I hereby agree to the waivers and agreements as stated above:

Signature _____ Name _____ Date _____

Signature _____ Name _____ Date _____

All Household Members 18+years to read and sign, members under 18+ years no signature required.