



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

FAMILY YMCA AT TARRYTOWN MEMBER CODE OF CONDUCT & MEMBER/PARTICIPANT RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

MEMBER CODE OF CONDUCT

In order to comply with NYS guidelines for reopening gym facilities, all Family YMCA at Tarrytown **CHEER/DANCE** participants must adhere to the following safety protocols and procedures. Any member/participant who refuses to comply will be immediately asked to leave the facility and may have their membership revoked. These measures have been put in place for both member and employee safety and have been approved by the state, county and village. We are asking all of our members/participants to be socially responsible as we at the Y have to ensure the health and safety of all who are using the Y.

Parents of Cheer/Dance Program participants must sign the **Code of Conduct and Waiver of Liability** prior to using the facility. Return completed document to Lesa Dalton, Associate Executive Director at lesad@ymcatarrytown.org or Cindy Guzman Y Dance Director @ cindyg@ymcatarrytown.org

PLEASE NOTE THE FOLLOWING IMPORTANT POLICIES AND PROCEDURES:

- Each child will have their temperature checked upon arrival (anyone who has a temperature over 100.0 F will be asked to leave immediately).
- Each child (or the child's parent/legal guardian) must complete a health attestation each day they come to participate in the Dance/Cheer Program.
- Children must maintain social distancing and follow directional floor markers (6 feet apart) and follow entry and exit arrows.
- Parents will drop their child off at the entrance but must wait in the parking lot to ensure their child is allowed entry in the event the child is exhibiting signs of illness. Parents will be contacted immediately to pick up their child. **Please do not send your child to class if they are exhibiting any signs of illness no matter how minor. They will not be allowed to participate.**
- Any child that is ill will not be allowed to resume participation for at minimum 72 hours. A note from your child's physician is required.
- Children must wear an acceptable face mask during their entire time at the Y and on our grounds (this includes the parking lot) (See below.)
- Comply with start and end times
- Parents will be expected to pick up their child at the end of class by the back end of the Y parking lot. Children will be escorted to their parents via the back lobby exit
- Children must bring their own water
- Participants must comply with all directions from **Y FC Monitor and Program Managers.**

ACCEPTABLE FACE COVERINGS:

Acceptable face coverings include, but are not limited to, cloth based face coverings and disposable masks cloth (e.g. homemade sewn quick cut), surgical masks, and N95 respirators that are appropriate for exercise.

They must cover both the mouth and nose at all times. **Bandanas, buffs, and gaiters and exercise masks with**

MEMBER/PARTICIPANT RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE FAMILY YMCA AT TARRYTOWN FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE

Assumption of Risk

I acknowledge and agree that any use of The Family YMCA at Tarrytown facilities, services, equipment and premises ("Facilities") and any participation in The Family YMCA at Tarrytown programs and activities ("Programs") comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I voluntarily accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of the use of Facilities and participation in Programs I, the undersigned, agree that The Family YMCA at Tarrytown, its officers, directors, agents, employees, volunteers, insurers and representatives ("Releasees") 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, however occurring including, but not limited to the negligence of Releasees. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs.

I further agree, on behalf of myself and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, diseases or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs by myself, my family members, dependents or guests, including any minors.



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SIGNATURE PAGE**

I/my child agree to abide to adhere to the terms of use outlined on the Member Code of Conduct 2020. I understand that I/my child may be asked to leave the facility and my membership/participant status may be affected if I/my child fail to comply with COVID Policies and Procedures. I acknowledge the Member Release and Waiver of Liability.

Participant's Name (PLEASE PRINT): _____

Participant's Signature (18 years and above): _____

Child's Name (PLEASE PRINT): _____

Parent's Name (PLEASE PRINT): _____

Parent's Signature (for participants under 18 years of age): _____

Date: _____

PLEASE PRINT:

Address: _____

Phone: _____

Email Address: _____