



Austin YMCA 24/7 ACCESS

POLICIES & CONTRACT FACILITY USAGE

GENERAL RULES

24/7 access membership available for an additional fee to all members 19+

Access is available for the **Fitness Floor, Track, Upper-Level Multi-Purpose Gym, and restrooms located on the 2nd floor only**. As a 24/7 member, you may only use these designated areas after normal hours of operation.

The following areas will remain **closed**: Aquatic Center, Locker Rooms, Family Changing Rooms, Child Watch, Wood Gym, and Indoor Playground.

If you are in an authorized 24/7 area just prior to closing and plan to stay, you will be asked to prove 24/7 status prior to closing to allow our staff to ensure all non-24/7 members have exited. If you are in an area not accessible during 24/7, you will need to move immediately to the 24/7 accessible area or asked to leave. These measures are for your safety and security.

When entering the facility with another 24-Hour Access member, **you must scan in individually**. Barcodes may not be shared with others (including family). **Do NOT hold the door open for anyone!**

Usage during unstaffed hours is limited to 3 hours. No overnight stays, sleeping, or loitering permitted. Your scan at the door will also scan you into our operating system, so only one scan is necessary. Everyone must **enter and exit through the south door at the west YMCA entrance only! Follow the sign in the west vestibule.**

Initials: _____

GUEST POLICY

Do NOT admit individuals who do not possess 24/7 membership into the Austin YMCA. Individuals with a standard membership, day pass, short-term membership, or Nationwide membership are **not eligible** for 24/7 Access.

Initials: _____

SAFETY AND SECURITY

The Austin YMCA is under video **and** audio surveillance. ***Note: This does not provide staffing assistance for emergencies that might arise.** We encourage you to exercise with another 24/7 member.

Call 911 for any medical emergency or at-risk safety situation.

Individuals with health problems should never exercise alone. **Not following this policy may result in termination of your 24/7 privileges without a refund or notice.**

During inclement weather, you may still access the facility but at your own risk. Parking lots and sidewalks will **not** be maintained until regular business hours. In the event the Y needs to close for an event or program, members will be notified in advance.

Initials: _____

LOST OR STOLEN ITEMS

The Austin YMCA is not responsible for lost OR Stolen items. Please do not bring valuables with you. Lockers are available upstairs; you must provide your own lock.

Initials: _____

BEHAVIOR

The Austin YMCA does not tolerate inappropriate behavior. The following will not be tolerated:

- verbally abusive behavior (including angry or vulgar language, swearing, name calling, or shouting)
- inappropriate sexual, physical, or verbal contact (consensual or not)
- posturing, bullying, or intimidation
- using or possessing alcohol or illegal chemicals and smoking of any kind
- wearing inappropriate attire
- carrying or concealing a weapon (or any device that can be used as a weapon)
- harassment or intimidation by words, gestures, body language, or menacing behavior
- physical contact with sexually explicit conversation or behavior (either in person, through social media, phone/text)
- theft or destruction of property
- loitering or soliciting
- any other behavior deemed in conflict with the YMCA mission

These are listed along with other inappropriate behaviors that are part of our member **Code of Conduct**, which is signed at joining. Any incidents of these or other inappropriate behaviors may lead to suspension or termination of membership.

As a 24/7 access member, if you observe any of these issues, please report them using the incident reporting QR code located upstairs.

Initials: _____

EQUIPMENT USAGE

We acknowledge that weightlifting and cardiovascular exercise may involve inherent risks. Members are responsible for understanding the proper use of all equipment.

If you are unfamiliar with any equipment, we strongly recommend participating in a FREE fitness orientation during staffed hours, where our staff will provide instruction on the safe and proper use of fitness equipment.

Please return all free weights and weight plates to racks when finished and wipe down all equipment after use.

Initials: _____

PROPER FITNESS ATTIRE

Appropriate workout attire is required at all times. Please refer to the YMCA Dress Code for full details. You may also refer to the signage at the top of the stairs as you enter.

Initials: _____

FEES

I acknowledge that I am paying an additional fee for 24/7 membership and that 24/7 is an add-on to my existing YMCA membership.

- Each member 19+ using 24/7 access will be charged a \$10 monthly fee
- This fee will be charged on the 1st of the month along with regular YMCA monthly dues
- If you experience insufficient funds when your dues are run on the 1st of the month, you will **lose 24/7 access** until paid in full.

Initials: _____

CANCELLATION

To cancel your 24/7 membership, you must complete a **Membership Change Form** on the website or paper form in person at the Austin YMCA.

Initials: _____

THEFT, VANDALISM, & NEGLIGENT BEHAVIOR

There is a zero-tolerance policy for theft, vandalism, and negligent behavior/horseplay resulting in damaged or stolen equipment. These actions may result in **termination of 24/7** access, paying for damaged or stolen equipment, and/or legal prosecution.

Initials: _____

WAIVER AGREEMENT AND RELEASE OF LIABILITY

1) In consideration of being allowed to participate in exercise activities at the Austin YMCA, to use its facilities, equipment, and machinery in addition to the payment of any fee or charge, I do hereby waive, release, and forever discharge the Austin YMCA and its owners, agents, employees, representatives, executors, and all others from any and all responsibilities and liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above-mentioned activities. I do also hereby release all those mentioned, and any others acting upon their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of any of those mentioned or others acting on their behalf, or in any way arising out of or connected with my participation in any activities of the Austin YMCA or the use of any equipment at the YMCA.

Initials: _____

2) I understand and am aware that strength, flexibility, and aerobic exercise, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept all risks of injury or death.

Initials: _____

3) As part of my YMCA membership, I have agreed to purchase 24/7 membership. I understand and am aware that the facility will not have an employee present and that I assume all risks involved by exercising on my own at the facility. I am also aware that if I am injured, become unconscious, suffer a stroke or heart attack, there will likely be no one to respond to my emergency, and this facility has no duty to provide assistance during non-staffed hours. Even though this facility is equipped with surveillance cameras, it is recommended to have a workout partner while at the Austin YMCA.

Initials: _____

4) Because physical exercise can be strenuous and subject to the risk of serious injury, the Austin YMCA urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You (each member/participant) agree that if you engage in any physical exercise or activity or use any of the Austin YMCA's amenities on the premises or off premises including a sponsored event, 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. We are also not responsible for any loss of your personal property.

Initials: _____

5) I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery excerpt as hereinafter stated. I do hereby acknowledge that I have been urged to seek physician approval for my participation in an exercise/fitness activity or in the use of exercise equipment and machinery. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with physicians as to physical recommendations concerning these fitness activities and equipment use.

Initials: _____

6) This waiver and release of liability includes, without limitations, all injuries which may occur, regardless of negligence, as result of your use of all amenities and equipment in the facility and participation in activity, class, program, personal training or instruction; the sudden and unforeseen malfunctioning of any equipment, any dietary recommendations and your slipping and/or falling while on the premises, including adjacent sidewalks and parking areas.

Initials: _____

7) You acknowledge that you have **carefully** read this "waiver and release" and fully **understand** that it is a release of liability. You expressly agree to release and discharge the Austin YMCA and all affiliates, employees, agents, representatives, successors, or assigns from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring legal action against the Austin YMCA for negligence, personal injury, or property damage.

Initials: _____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any statute of cause precedence, then only

wording is removed, and the remainder of this agreement will remain in full force.

I acknowledge that violations of YMCA policies may result in a fine of up to \$20 per incident.

Examples of violations include, but are not limited to, allowing entry to individuals who do not have authorized 24/7 access.

Printed Name: _____

Signature: _____

Date: _____