



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

HOPKINS COUNTY FAMILY YMCA 24-HOUR FITNESS FLOOR ACCESS WAIVER & RELEASE FORM

Use of the Hopkins County Family YMCA Fitness Floor (Cardio, Weights & Functional Fitness areas ONLY) outside of staffed hours of operation is for Hopkins County Family YMCA members only. Members must be at least 18 years of age, have purchased a key fob and must use their assigned key fob to gain entrance. Family members on my membership cannot use my 24/7 access, even if I am present. **Initial** _____

24/7 access is available for the Hopkins County Family YMCA Fitness Floor only. Entry to the YMCA during staffed hours of operation is through the main entrance. 24/7 access outside of staffed hours of operation is through the Fitness Center door on the West end of the building. **Initial** _____

We HIGHLY recommend that you have an adult workout partner, who has a membership with the Hopkins County Family YMCA and has purchased a key fob, accompany you while using the YMCA 24/7 facility, but it is entirely up to you. You have agreed to purchase a membership key fob which will allow you access to the Fitness Center outside of staffed hours of operation. As such, you are aware that there will be no supervision or assistance when using these facilities outside of the YMCA's staffed hours of operation. You are also aware that if you are injured, become unconscious, suffer a stroke or heart attack, that there will likely be no one to respond to your emergency and this 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. **Initial** _____

Because physical exercise can be strenuous and subject to risk of serious injury, the Hopkins County 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 YMCA 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 Hopkins County Family YMCA is also not responsible for any loss of your personal property. **Initial** _____

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, class, program, personal training or instruction; (b) the sudden and unforeseen malfunctioning of any equipment; (c) your slipping and /or falling while on the Hopkins County Family YMCA premises, including adjacent sidewalks and parking areas. **Initial** _____

Snow removal will not be enforced until staffed hours of operation. Members with 24-hour access can utilize the Fitness Floor, but at their own risk from the elements. **Initial** _____

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 Hopkins County Family 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 a legal action against the Hopkins County Family YMCA for negligence, personal injury or property damage. **Initial** _____

Note: Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force.

Signed: _____

Printed Name: _____ **Date of Birth:** ____/____/____

Dated: ____/____/____

05/2018