

Watertown Family YMCA Code of Conduct

Watertown Family YMCA Living Our Values

Code of Conduct

The Y is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for everyone, all individuals are asked to act appropriately while exhibiting the character values of respect, responsibility, caring and honesty. A member, program participant, or guest who is in violation of the Code of Conduct could be subject to consequences including removal from a program and/or termination of membership or program privileges.

RESPECT - Value the worth of every person, serve as an example

- Verbally abusive or vulgar language, including swearing, name-calling, shouting or threatening is not permitted
- All members serve as examples for the children and young people in our Y, demonstration of sexual activity or sexual contact with another person is not permitted
- Appropriate attire must be worn; please refrain from overly revealing attire
- Loitering is not permitted in or outside YMCA facilities or programs
- To protect the privacy of our members, cell phone use is not permitted in any locker room or rest room areas. Discreet and respectful use of cell phones is allowed in public/open areas only.

RESPONSIBILITY - Do what is right, be accountable for actions and behaviors

- For your safety and the safety of others posted rules in program areas must be followed
- You may not carry or conceal devices that may be used as weapons*
- Use or possession of illegal drugs or alcohol on YMCA property or at YMCA programs is prohibited.

CARING - Show sincere concern for others, be kind in words and actions

- Physical contact with another person in an angry or threatening way is not permitted.
- Harassment or intimidation by words, gestures, body language or menacing behavior is not permitted.
- Smoking, e-cigarette and tobacco use are not permitted. YMCA grounds and facilities are smoke, e-cigarette and tobacco free environments.

HONESTY - Demonstrate reliability and trustworthiness through action

- For your safety and security, members and guest pass users must check-in with their membership card/photo ID at the Welcome Desk and identify themselves when asked by YMCA staff.
- Theft or behavior that results in the destruction of property, will not be tolerated.

Anyone who feels that this Code of Conduct is being violated should report the behavior to a staff person on duty. YMCA staff members are eager to be of assistance. Please notify a staff member if assistance is needed.

Suspension or termination of YMCA membership or program privileges may result from a violation of this Code of Conduct. While an incident is being investigated, the membership/program participation of the person(s)

accused of violating this Code of Conduct may be temporarily suspended pending a final decision.

Our YMCAs utilize video technology to protect all persons. Cameras are installed in open/public areas only and not in private areas such as locker rooms, restrooms, etc.

Sexual Offender Background Check Policy:

The Watertown Family YMCA considers it of great importance to provide a safe and threat free environment. The YMCA utilizes a nation-wide screening software to identify individuals listed on the national sex offender registry. Persons identified on the national registry will not be eligible for YMCA membership or programs.

*Does not apply to Law Enforcement Officials carrying weapons within the bounds of their public duty

YOUTH - CODE OF CONDUCT

The Watertown Family Y is a youth-serving, community-based membership organization. The YMCA believes in the core values of honesty, caring, respect, and responsibility. Participation in Y programs is subject to the observance of these values for the safety and comfort of all.

The activities outlined in the following list are strictly prohibited:

- Verbally abusive or vulgar language, including swearing, name-calling, shouting or threatening
- Possession, use, or under the influence of alcoholic beverages or illegal drugs Y property
- Bringing onto YMCA property dangerous or unauthorized materials such as explosives, firearms, weapons, or other similar items
- Disrespect or rudeness
- Verbal, physical, visual harassment or intimidation towards others
- Actual or threatened violence toward any individual or group
- Conduct endangering the life, safety, health, or well-being of others
- Bullying or taking unfair advantage of anyone
- Failing to cooperate with Y staff
- Entering restricted areas of the Y.
- Opening doors to allow others unauthorized access to the facility. (All must enter and exit through the front door of the Y)
- PDA (Physical Displays of Affection) /Sexual Conduct
- Destroying Property/ Improper Use of Equipment
- Other behaviors in violation of posted Member Code of Conduct or Posted Specific Area Rules.

Any member, program participant or guest who violates this code is subject to discipline, up to and including removal from the program or termination of membership. Based the severity of the infraction, Membership or Guest access may be permanently terminated. The decision of the staff is final.

I have read and I understand the YMCA Code of Conduct and the YMCA Code of Conduct for Youth and Teens if applicable. I agree to abide by the rules described above and understand that I, my Family Members or others for whom I am acting as agent may be removed as a participant if I or they violate any of these rules.

Covid 19 Commitment

Our commitment to each other to prevent the spread of COVID-19

I promise to:

Stay home and/or keep my child home when feeling ill

Participate in health screening. If I do not pass screening, I promise to leave and follow instructions for actions to take and time to return

Practice social distancing, staying at least six feet away from others if at all possible

Wear a face covering in common areas, and when social distance cannot be maintained. I will regularly wash/sanitize my face covering(s)

Wash my hands at the start and regularly throughout my workout/program and sanitize them when I cannot wash them

Consistently clean/disinfect the equipment that I touch/use

Avoid touching my face, especially my mouth, nose, and eyes

Understand my responsibility as a Y Member/Participant to prevent the spread of COVID and take extra safety precautions

Model our YMCA values - Respect, Responsibility, Honesty, Caring

The YMCA promises to:

Continue to consider our employees' and members' safety and wellbeing as our priority

Provide face covering to anyone who requests them

Provide disinfecting supplies and enhanced cleaning, especially for high touch surfaces

Provide regular communication to keep members updated in this time of rapid change

Provide resources from reliable sources regarding COVID-19 on our website

Enforce enhanced cleaning, personal hygiene, masking and physical distance protocols

Continue to serve our members, employees and community through these difficult times

Provide clear communication to members and program participants on new procedures and expectations

Contact the Branch Safety Officer for COVID-19 related-questions. The Branch Safety Officer listing is provided at each Welcome Center and on our website watertownymca.org

Members and program participant waiver

Adult Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT.

Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in the Watertown Family YMCA Programs, now or at any time in the future.

Acknowledgment of Risk

I hereby acknowledge and agree that participation in YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with YMCA participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in any YMCA programs or accessing YMCA facilities could increase the risk of contracting COVID-19.** The Watertown Family YMCA in no way warrants that COVID-19 infection will not occur through participation in YMCA programs of accessing Watertown Family YMCA facilities.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in any YMCA activity, I, the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** the Watertown Family YMCA, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Watertown Family YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Watertown Family YMCA facilities/equipment or participation in Watertown Family YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees. In consideration of my participation in any way, I, the undersigned participant, agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my YMCA user participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in any participation and that I am voluntarily assuming said risks.

I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while participating in any way and that by signing this agreement I **HEREBY RELEASE** Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in any way.

I further certify that I am over the age 18 and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

YMCA Photo Release

YMCA PHOTO RELEASE: Additionally, in consideration for being allowed to participate in YMCA membership and programs, I understand that images, video and film footage of YMCA programs and activities are often used by the Watertown Family YMCA for promotional purposes. For my, and/or my child's participation in activities to be conducted by the Watertown Family YMCA I hereby give my permission and consent, now and for all time, to the Watertown Family YMCA and third parties collaborating with Watertown Family YMCA to make, reproduce, edit, broadcast or rebroadcast any video film, footage, sound track recordings and photo reproductions of me, my child, and/or others for whom I am acting as agent, and/or my narrative account of my experience at the Watertown Family YMCA, for publication, display, or exhibition thereof in promotions, advertising and legitimate business uses without any compensation to, and/or claim, by me. I may, or may not be, identified in such reproductions; however, my child shall not be identified by name unless express permission is granted. I shall not be stated by name to have endorsed any particular commercial products or commercial services unless express permission is granted. I have read and agree to the terms, conditions, and statements listed above.

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Program & Cancellation Policies

Program Registration and Cancellation Policies Watertown Family YMCA Registration Policies:

- Pre-registration is necessary to allow for class preparation and communication.
- Registrations are subject to class size/availability and are not guaranteed.
- Payment must be received at the time of registration. We are unable to reserve a space without payment.
- Waitlists: If you are on a program waitlist, you will be contacted (in chronological order) in the event any spots open in the program.
- Fees are due at the time of registration for the program.
- You must respond within 24 hours if/when you are invited to move off the waiting list and register, or you will lose your spot on the waitlist.

Cancellation Policies:

- Registration cancellations can be honored up to 48 hours prior to the start date of the program and will be issued as YMCA credit or can be posted back to original credit/debit card payment or refunded by check.
- Registration cancellations within 48 hours of the program start date or after the start date of the program through half of the program session will be refunded with YMCA credit for 50% of the program cost. Cancellations after more than half of the program sessions are not subject to refund or credit. (see NOTE)
- Monthly recurring programs with an EFT bank draft require 30-day notice for termination.
- The YMCA reserves the right to combine classes if there is insufficient enrollment or cancel classes if combining levels is not an option. In the event of a cancelled class, a full refund or YMCA credit will be given. YMCA credits are good for one year from the date of issue and may be used for any fee-based YMCA program.
- Make-up classes or refunds for classes missed due to personal conflicts are not permitted. Please check your schedule for possible conflicts before committing to a session.
- Make-up classes for swim lessons missed due to special circumstances may be available. Make-up swim lessons for those circumstances must be scheduled with the Aquatics Director and will be made-up subject to class availability.
- If a class or classes in a program are cancelled by the YMCA, a make-up class will be offered to ensure the total classes promised have been offered. In the case that we are unable to fulfill the total classes promised, you will receive a refund for the class(es) that were cancelled.

These policies will apply to all fee-based programs at the Downtown YMCA, Fairgrounds YMCA, Carthage YMCA and Sackets Harbor YMCA, unless stated otherwise in the program description and or informational/promotional materials. NOTE: We understand there may be special situations that need extra consideration, and we attempt to accommodate everyone fairly and evaluate these situations on a case-by-case basis. If you have any questions or concerns, please contact the program's director.

EFFECTIVE AS OF FALL 2019 PROGRAM SESSION

Youth Waiver

Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and the minor's right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the minor's participation in the Watertown Family YMCA Programs, now or at any time in the future.

Acknowledgment of Risk

I, in my legal capacity as the parent/guardian of the minor, do hereby acknowledge and agree that participation in YMCA activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with YMCA participation and that said list in no way limits the operation of this Agreement.

Coronavirus / COVID-19 Warning & Disclaimer

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Waiver, Release, Indemnification & Covenant Not to Sue In consideration of the minor's participation in any YMCA activity, I, the parent/guardian of the minor, agree to release and on behalf of myself and the minor, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** the Watertown Family YMCA, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Watertown Family YMCA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Watertown Family YMCA facilities/equipment or participation in Watertown Family YMCA programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of the minor's participation in any way, I, the undersigned parent/guardian of the minor, agree to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the minor's YMCA user participation.

I hereby certify on behalf of myself and the minor that I have full knowledge of the nature and extent of the risks inherent in any participation and that I on behalf of myself and the minor, am voluntarily assuming said risks. I understand that I and the minor will be solely responsible for any loss or damage, including personal injury, property damage, or death, the minor sustains while participating in any way and that by signing this agreement I, on behalf of myself and the minor, **HEREBY RELEASE** Releasees of all liability for such loss, damage, or death. I further certify that the minor is in good health and has no conditions or impairments which would preclude his/her safe participation in any way.

I further certify that I am over the age 18 and that I am therefore of lawful age and otherwise legally competent to

sign this agreement, and that I have legal capacity to act as the parent/guardian of the minor. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.