



## Terms and Conditions Agreement

### **Member/Guest Agreement**

#### **Benefits**

- YWCO fitness and aquatics classes are free to members. We offer a one-hour weight room orientation for free. There are charges for Pilates Reformer classes, swim lessons and personal training.
- Lockers are free of charge to use while you are in the facility. If you would like to store belongings overnight, you must rent a locker for a nominal charge. See the front desk staff for details.

#### **Policies/Procedures**

- In order to use the facility, members must scan their card as they enter the building.
- The pool and wet room close 15 minutes before the facility closes. Please keep this in mind if you use these areas.
- Members are required to vacate the building(s) by closing time.
- The YWCO is not responsible for items left in the facility.
- We often take photographs of members using our facility and use the photos for promotional purposes only. Your membership grants the YWCO permission to do so.
- All transgender and gender nonconforming members shall be allowed to use the restrooms, locker rooms, or changing facilities that affirm their gender identity. Any member who desires increased privacy, regardless of the underlying reason, shall be provided with reasonable access to a private changing space within their locker room or shall use a private changing space as provided by the YWCO.
- The YWCO believes all persons must be treated equally without regard to their race, color, national origin, sex, religion or age.

#### **Children**

- No one under the age of 15 is allowed in the facility unaccompanied/unsupervised by a parent/guardian.
- No one under the age of 16 is allowed in the Wet Room area (includes locker room).
- Only children under the age of 5 are allowed in locker rooms of the opposite sex and must be closely supervised by parent/guardian. You **MUST** inform others in the locker room if you are bringing in a child of the opposite sex.

## **Behavior**

- No shampoo, soap, etc. is allowed in the whirlpool. Do not adjust any settings on any of the equipment in the wet room.
- Do not adjust ANY thermostats in the facility.
- Please DO NOT park in the lower parking lot if you do not have physical limitations. Those spots are limited so please leave them open for members in need of them.
- Please follow any posted rules in the facilities and on the grounds.
- ALWAYS dry off before exiting the pool deck and/or locker rooms.
- Please take all cell phone calls outside. It disrupts other members and staff. Cell phone use is not allowed in the locker rooms.
- No smoking or vaping on YWCO property.
- No profanity or abusive language is allowed.
- No physical altercations of any kind.
- Absolutely NO weapons of any kind allowed on YWCO property.
- No ethnic or religious remarks of a derogatory nature.
- No sexual advances or conduct of a sexual nature toward any other member or staff will be tolerated.
- Any behavior/action of a member that poses a hazard, danger, or threat to the facility or its members /staff will not be tolerated and can result in membership termination.
- Discrimination, bullying, or harassment of any kind is prohibited.
- Most importantly, be courteous and respectful to other members and staff.

## **Dress code**

We are a family-oriented organization. Conservative attire is requested:

- Appropriate shoes must be worn in the weight room
- Shirts must be worn at all times, unless in the swimming area
- Sports bras are to be worn as underwear, not outerwear

## **Memberships/Cards:**

- One self-check-in key card will be issued for an individual membership and up to 3 cards for a family membership. If more cards are needed there is a \$5 charge per card.
- If a member needs a replacement card at any point, there will be a \$5 charge per card.
- Family memberships are for couples and/or single parents and their legal dependents under 26 years of age. Privileges are the same as individual fitness memberships.
- The insurance-based memberships we accept are: Silver Sneakers, Renew Active and Active&Fit/Silver&Fit. We require a Fitness Program ID (we can look it up). These memberships are free of charge.

## **Member/Guest Liability Waiver**

I acknowledge that I may engage in both privately supervised, group supervised, or unsupervised activity and I assume all risks of using equipment, movement or exercise routines or props with or without staff present. In addition, I acknowledge that the business may include outdoor activities, which may present risks such as slippery surfaces, uneven surfaces, loose rocks/gravel, unseen landscaping issues or more.

I hereby release, indemnify, and hold harmless the YWCO and the owners of this business or any other business that may be associated with this company, with respect to all injury, disability, death, loss or damage to person or property that may arise out of connection with this business or any use of its products, services or classes.

I expressly agree that this release is intended to be as broad and inclusive as permitted by applicable law and if a portion of this release is held invalid the balance shall remain in full force and effect. This release shall apply to my heirs, assigns, personal representatives and any other next of kin. I understand that this business is relying on this release in agreeing to enter into this agreement.

I have read the release of liability and assumptions of risk agreement and fully understand its terms and that I have given up substantial rights by signing it and I sign it freely and voluntarily without inducement.

## **Membership Terms**

Membership fees are non-refundable, but a membership may be transferred to another person.

Annual paid in full memberships may be “frozen” up to two months for a one-month or two-month period.

Membership types may be transferred to different membership type and the payment amount adjusted accordingly.

For monthly memberships: Provided that the member is not in default of this agreement and subject to the terms and conditions, hereof, the membership will automatically renew at the monthly rate of the membership type. Monthly memberships are recurring until canceled.

## **Payment Authorization**

We hereby authorize the designated billing company selected by the YWCO to draw items (including checks, electronic funds transfer, charge card) for the purpose of paying dues for services. This includes any late fees or services fees as well as additional authorized charged purposes on the account on file.

Subject to the following conditions:

- (1) The items shall be drawn on or about the date listed on the payment plan. The transactions on your bank statement will constitute receipts for payment.
- (2) If the regular payments set forth on the payment plan should vary in amount (excepting pre-authorized additional charges), you are entitled to receive notice ten days prior to the said payment. By signing, you are authorizing to receive notice only when the said amount differs by more than \$100 from your most recent payment.
- (3) The privilege of making payments under this arrangement may be revoked by the company if any items are not paid upon presentation.
- (4) If this preauthorized payment arrangement is revoked for any reason this does not release you from your obligation (payment plan).
- (5) A service fee of \$25 will be assessed and drafted for any check, draft, credit card or order returned for insufficient funds or any other reason. A late fee will be assessed and drafted should any monthly payments become past due.

### **Cancellation Policy**

It is my understanding that I may not cancel my monthly bank draft payment until the commitment period has been met (a minimum of 3 months for the 3-month bank draft membership and a minimum of 12 months for the 12-month bank draft membership). Once the commitment has been met, the membership may be canceled at any time thereafter, provided a 10-day written notice is delivered to the address: 562 Research Dr, Athens, Ga 30605 or emailed to ywcofrontdesk@gmail.com.

If during the original term of this contract you relocate more than a 30-mile radius from this business, you may cancel this agreement by providing a 30-day written notice and proof of relocation in the form of a newly issued driver's license or utility bill. Any pre-paid dues will NOT be refunded and no cancellation fee will be charged.

If you die or become permanently disabled, you or your estate may cancel this contract by providing a written request and certifiable proof of death or disability. For permanent disability, your doctor must provide certification of the disability and state that you are unable to use the facilities. Any pre-paid dues will NOT be refunded and no cancellation fee will be charged.

The business reserves the right to cancel or suspend your membership privileges for any time for any reason. If such cancellation or suspension is due to a violation of YWCO policies, violations of terms or due to damages rendered by yourself or your guest, you are subject to full responsibility of the terms of this agreement along with a \$50 fee and any charges for repairs to damages made. If the business goes out of business, buyer may cancel by written notice. Any cancellation under this subset will NOT receive a refund of payments.

If you wish to cancel this agreement, you must deliver or mail a written notice to the business. This notice must state you no longer wish to be bound by the contract and must be delivered to: 562 Research Dr, Athens, Ga 30605 or emailed to ywcofrontdesk@gmail.com.

## **Member/Guest Acceptance**

I have received and read the YWCO Terms and Conditions Agreement. I further understand that violation of any of the above rules by me or anyone listed on my YWCO Membership Application gives the YWCO the right to terminate my membership or guest pass.

I hereby confirm that I am aware and agree to all the terms and conditions included in this document.

\_\_\_\_\_  
Member Name (please PRINT)

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

For Monthly Bank Draft Memberships:

\_\_\_\_\_  
Account Holder Name (please PRINT)

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Account Holder Signature

\_\_\_\_\_  
Date

For YWCO Guests:

\_\_\_\_\_  
Guest Name (please PRINT)

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date

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For Staff Use Only

X \_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date