



GET SUMMER TEEN CODE OF CONDUCT

YMCA OF METROPOLITAN LOS ANGELES

The YMCA of Metropolitan Los Angeles is committed to providing a safe and welcoming environment for all members, participants and guests. To promote safety and comfort for everyone, all individuals are asked to act appropriately at all times when in our facility or participating in our programs.

We expect persons using the YMCA to act maturely, to behave responsibly, and to respect the rights and dignity of others. Our Teen Code of Conduct outlines prohibited action. The actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities or programs.

- Using or possessing alcohol or illegal chemicals on YMCA property, in YMCA vehicles or at YMCA sponsored programs.
- Smoking is not permitted in or outside YMCA facilities or programs, or on YMCA property or program sites. YMCA facilities and grounds are a smoke-free environment.
- Only service animals are allowed in YMCA facilities and programs.
- The carrying or concealment of a weapon or any device or object that may be used as a weapon is prohibited.
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior is not allowed.
- No physical contact with another person in an angry, aggressive, or threatening way.
- Verbally abusive or offensive behavior, including angry or vulgar language, swearing, name-calling, or shouting will not be tolerated. This includes bullying and cyber-bullying.
- Sexually explicit conversation or behavior, or any sexual contact with another person.
- Any other conduct of an inappropriate, threatening, or offensive nature.
- Appropriate attire must be worn at all times.
- Theft or behavior that results in the destruction or loss of property.
- Loitering within or on the grounds of the YMCA facility or programs.
- Mobile phone photography or unauthorized photography of members, participants or guests.

Members, participants and guests are encouraged to take responsibility for their personal comfort and safety. Anyone who feels uncomfortable or unsafe should immediately report any information to a YMCA staff person. Violation of the Code of Conduct is subject to consequences up to and including removal from a program and/or termination of membership privileges.

I, _____, understand that I am a member, participant or guest of the YMCA of Metropolitan Los Angeles,
(Teen name printed)

and shall abide by its rules at all times. I understand the YMCA celebrates the Six Pillars of Character and I am expected to reflect these characteristics at all times. I agree to be respectful to staff, members, equipment and facilities, and will comply with the expected conduct at all times.

Teen signature

Date

Parent/Guardian signature

Date



**ASSUMPTION OF RISK, RELEASE AND WAIVER
OF LIABILITY AND INDEMNITY AGREEMENT
YMCA OF METROPOLITAN LOS ANGELES**

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the YMCA (or for my children to so participate) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the YMCA, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected, or immediately upon entering or participating will inspect, and carefully consider such premises and facilities and/or the affiliated program. It is further warranted that such entry into the YMCA for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned and such children.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE YMCA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, volunteers and agents (hereinafter referred to as "releasees") from all liability to the undersigned or such children and all personal representatives, assigns, heirs, and next of kin of the undersigned for any loss or damage, and any claim or demands on account of injury to the person or property or resulting in death of the undersigned or such children whether caused by the negligence, active or passive, of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the releasees or otherwise while the undersigned or such children is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA. The undersigned understands and agrees that YMCA does not provide insurance to cover the undersigned or such children in the event they suffer injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such children due to negligence, active or passive, of releasees or otherwise while in, about or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA.

The parties agree that any and all disputes, claims or controversies arising out of or relating to this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be submitted to JAMS, or its successor, for one full day of mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration. Either party may commence mediation by providing to JAMS or to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties shall cooperate in selecting a mediator from the JAMS panel of neutrals and in scheduling mediation proceedings. The parties shall participate in the mediation in good faith and shall equally share its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of the filing of the request for mediation, whichever first occurs. The arbitration shall be administered by JAMS

pursuant to the California Arbitration Act (Calif. Code of Civil Proc. I 1282 *et seq.*). The parties may file a motion for summary judgment pursuant to California Code of Civil Procedure I437c, except that the motion shall be scheduled at least 30 days before the arbitration hearing, notice of motion and supporting papers shall be served on the other party to the arbitration at least 30 days before the time appointed for the motion hearing, the opposition to the motion shall be served and filed not less than 14 days preceding the hearing date, and any reply papers shall be served and filed by the moving party not less than 4 days preceding the hearing date. The arbitrator shall issue a signed opinion setting forth the essential findings and conclusions on which the decision to grant or deny the motion is based.

Following the arbitration hearing, the arbitrator shall issue a signed opinion and award setting forth the essential findings and conclusions on which the award is based. The opinion and award shall decide all issues submitted and be final and binding to the fullest extent permitted by law. To the extent not expressly waived in this Agreement, the arbitrator shall only award those remedies in law or equity requested by the parties and that the arbitrator determines are supported by credible and relevant evidence presented.

Each party shall bear its own attorney's fees and costs in any proceeding to enforce or interpret this Agreement. If the initiating party does not pay its share of the arbitration fees and costs within 3 months of receiving notice that payment is due, the arbitration will be dismissed, with prejudice. The prevailing party in any arbitration and in any court proceeding to confirm or modify an arbitration award shall be entitled to recovery of actual and reasonable costs of suit, including attorney's fees.

No arbitration shall be brought and no cause of action shall be asserted against releases, or any of them, after the expiration of one year from the date of accrual of such cause of action, and any claim or cause of action against releases, or any of them, shall be extinguished and deemed released unless asserted by the timely filing of a written demand for mediation with JAMS and then arbitration with JAMS within such one-year period.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS CAREFULLY READ AND VOLUNTARILY SIGNS THE ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT THIS IS AN ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT KNOWING THAT I AM GIVING UP VALUABLE RIGHTS. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

THIS AGREEMENT DOES NOT APPLY TO LICENSED CHILD CARE SERVICES.

I HAVE READ AND UNDERSTAND THE TERMS OF THIS RELEASE.

Date

Printed Name

Signature of Applicant/Guardian

Name(s) of Child(ren) in Program and/or YMCA Facility.



PHOTO & VIDEO/AUDIO RECORDING RELEASE YMCA OF METROPOLITAN LOS ANGELES

PLEASE PRINT

I _____ am **eighteen years of age or older**, and if not, then my Mother/Father/Legal Guardian has also signed below under my signature.

With regard to my participation in activities sponsored by or related to any activity in which I participate in any way sponsored by the National Council of Young Men's Christian Associations of the United States of America, and to any YMCA of the USA Association, including the Young Men's Christian Association of Metropolitan Los Angeles (collectively, "YMCA"), I hereby give my permission and consent, now and for all time (without any further compensation, claim or demand by me) to the YMCA, and to advertising agencies, agents, entities and third parties collaborating with the YMCA and their representatives, if any, (the "Organizations") to make, reproduce, edit, broadcast or rebroadcast any video, film, or digital footage and other sound track recordings, or photo reproductions of my image or voice in any form, and my narrative account of my experience with YMCA activities ("Materials") for publication, display, sale or exhibition thereof in promotions, advertising and legitimate business uses without any further compensation to me. I may or may not be identified by name in such reproductions. However, I shall not be stated by name to have endorsed any particular commercial products or commercial services without my express written permission.

I further agree to the following:

- Any Materials created subject to this Release shall belong to the YMCA as its property, with full right of disposition of them without my oral or written permission.
- The Materials will not be subject to any obligation of confidentiality and may be shared with and used by the Organizations, as well as with any third parties as the YMCA may elect.
- The YMCA shall not be liable for any claim arising from the use or disclosure to a third party of any of the Materials.
- The YMCA shall exclusively own all known or later existing rights to the Materials worldwide and shall be entitled to the unrestricted use of the Materials for any purpose without compensation to me or the provider of the Materials.

AGREEMENT AND CONSENT

I have read and understood the contents of this Release. I agree that my consent to this Release is irrevocable. I hereby voluntarily release and discharge the YMCA and the Organizations and their representatives from any and all claims arising out of or relating to or in connection with the uses and reproductions of my image and voice and my narrative account as described herein. I understand that the term "YMCA" in this Release specifically includes the YMCA of Metropolitan Los Angeles.

Signature: _____ Date: ____/____/____ Age: _____

Email Address: _____ Phone: _____ Cell Phone: _____

Address: _____

.....
I am the Mother/Father/Legal Guardian of _____ . I have read and understand

PLEASE PRINT

the contents of this Release and hereby voluntarily consent to this Release on behalf of my minor child.

Signature of Mother / Father / Legal Guardian: _____ Date: _____

Email Address: _____

Phone: _____

Cell Phone: _____

Address: _____



FOR YMCA STAFF USE ONLY	
Account number	_____
Date	Staff initials
Audited by	Audit date

Application for Membership

YMCA OF METROPOLITAN LOS ANGELES

The YMCA is a membership organization committed to providing full and equal access to its facilities. Everyone is welcome to apply regardless of race, color, creed, national origin, citizenship, religion, gender, sex, age, ancestry, marital status, registered domestic partner status, protected military or veteran status, disability, pregnancy, childbirth or related medical condition, sexual orientation, gender identity or expression, genetic information or any other basis protected by applicable law. If you can't afford the full cost of membership, financial assistance is available to the extent possible. Please ask for a confidential scholarship application. Participants needing other accommodations should contact their local YMCA.

MEMBERSHIP TYPE

Choose Membership Type: Teen Young Adult Adult Family Other _____

PRIMARY MEMBER (Parent or guardian for applicants under 18 years) Check ID

<i>Legal First Name</i>	<i>MI</i>	<i>Legal Last Name</i>	<i>Preferred Name</i>	<i>Date of Birth</i>	<i>Gender</i>
<i>Home Address</i>			<i>Apt</i>	<i>City</i>	<i>State</i> <i>Zip Code</i>
<i>Home Phone</i>		<i>Cell/Other Phone</i>			
<i>Primary Email</i>					
<i>How did you hear about the YMCA?</i>					
<i>Emergency Contact Name (Outside of household)</i>		<i>Relation to Primary Member</i>		<i>Phone Number</i>	
<i>Employer Name</i>		<i>Occupation/Position</i>		<i>Phone Number</i>	
Have you been a YMCA Member before? <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you interested in volunteering? <input type="checkbox"/> Yes <input type="checkbox"/> No		

SECONDARY ADULT Check ID

<i>Legal First Name</i>	<i>MI</i>	<i>Legal Last Name</i>	<i>Preferred Name</i>	<i>Date of Birth</i>	<i>Gender</i>
<i>Cell/Other Phone</i>					
<i>Primary Email</i>			<i>Relation to Primary Member</i>		
<i>Employer Name</i>			<i>Occupation/Position</i>		

ADDITIONAL MEMBERS AND APPLICANTS, INCLUDING DEPENDENTS

<i>Legal First Name</i>	<i>MI</i>	<i>Legal Last Name</i>	<i>Preferred Name</i>	<i>Date of Birth</i>	<i>Gender</i>

CONDITIONS OF MEMBERSHIP

Member Health: The applicant(s) represent(s) that he/she/they is/are in good health and understand(s) that participation in aerobics and other exercise, weight training, recreational sports, and use of pools, spas, saunas, steam rooms and fitness equipment carry a potential risk of injuries or illness. The applicant further understands that the YMCA of Metropolitan Los Angeles assumes no responsibility for any such injury or illness.

Member conduct and right to use the facility: All applicants and dependents agree to abide by all policies and procedures of the YMCA of Metropolitan Los Angeles and its branches and understand that failure to act in accordance with these policies and procedures may result in expulsion from the YMCA and revocation of the membership.

Criminal History: The applicant acknowledges that it is the policy of the YMCA of Metropolitan Los Angeles to deny membership to any individual convicted of a sexual offense and that the YMCA will periodically check its membership records for criminal history.

Property Loss: The applicant understands that the YMCA of Metropolitan Los Angeles is not responsible for personal property lost, damaged or stolen while using YMCA facilities or participating in YMCA programs.

Video Taping & Cell Phone Use: Due to the advances in video equipment and telephone video technology, and for the safety and security of our members and guests, all video and/or photo equipment may not be used in locker rooms, dressing areas, shower areas, restrooms, or other areas generally deemed to be "private" within YMCA facilities. The YMCA of Metropolitan Los Angeles requests that cell phone usage be reserved for lobby or designated cell phone areas only.

Additional Fees: Teen membership will automatically be upgraded to Young Adult membership at the age of 18. Young Adult membership will automatically be upgraded to Adult membership at the age of 30. Family membership will be charged an additional \$20 for each dependent once they turn the age of 18.

MEMBERSHIP AGREEMENT

As a member of the YMCA, I understand and agree to abide by the YMCA's Code of Conduct and Six Pillars of Character. I understand that membership is a privilege and may be suspended or revoked at any time for behavior that is not consistent with the YMCA's Code of Conduct or the Six Pillars of Character.

I acknowledge that I have received and read a copy of the Member Handbook, which explains the Code of Conduct, Six Pillars of Character, and all membership policies, procedures, and services. I understand and agree that I will abide by these policies and procedures.

I assume responsibility for all listed dependents on my membership and agree that they too will abide by the YMCA's policies and procedures.

Other conditions of membership may apply, please see branch membership handbook or visit the Welcome Center for more information.

Signature of Applicant or Guardian

Date

Additional Adult Applicant

Date