FREMONT FAMILY YMCA

24-HOUR FACILITY ACCESS AGREEMENT, WAIVER & ACKNOWLEDGMENT

Member Name:_____ Date of Birth: _____

Membership ID #: _____ Phone: _____

Email:_____ Drivers License #: _____

SECTION 1: PROGRAM OVERVIEW & ACKNOWLEDGMENT

I acknowledge that the Fremont Family YMCA offers limited **24-Hour Facility Access** to eligible adult members during periods when the facility is **unstaffed**. I understand that:

- No YMCA staff are present during unstaffed hours
- My use of the facility during these times is **voluntary**
- Participation in this program is a **privilege**, not a right

I understand that access is limited to designated fitness areas only and that other areas of the facility remain closed.

Member Initials: _____

SECTION 2: ELIGIBILITY CONFIRMATION

By signing below, I confirm that I:

- Am **19 years of age or older**
- Am an active Fremont Family YMCA member in good standing
- Have provided a valid government-issued photo ID
- Have an up-to-date photo on file with the YMCA
- Am not a guest, AWAY member, Nationwide member, or program-only participant

Member Initials: _____

SECTION 3: ACCESS RULES & RESPONSIBILITIES

I agree to the following access conditions:

- I will use **only my own membership fob, card or mobile app barcode**
- I will **never share access credentials** or allow others to enter
- I will not hold doors open or “tailgate” any individual
- I will use the facility for **personal fitness purposes only**
- I understand access is limited to approved areas only

I acknowledge that granting access to any other individual — including YMCA members — will result in **immediate revocation of access and membership termination.**

Member Initials: _____

SECTION 4: CODE OF CONDUCT & PROHIBITED ACTIVITIES

I agree to comply with all YMCA policies and codes of conduct, including but not limited to prohibitions against:

- Guests or minors during unstaffed hours
- Commercial or personal training activities
- Alcohol, drugs, or illegal substances
- Harassment, threatening behavior, or profanity
- Weapons of any kind
- Photography or video recording in restrooms or private areas
- Tampering with security, alarms, doors, or equipment

Violations may result in **loss of 24-Hour Access, suspension, or termination of membership without refund.**

Member Initials: _____

SECTION 5: SAFETY SYSTEMS ACKNOWLEDGMENT

I acknowledge that the Fremont Family YMCA provides **supplemental safety systems**, including:

- 24-hour video recording
- Emergency call buttons in designated areas
- Emergency safety necklaces available for personal use
- Emergency AEDs

I understand and agree that:

- These systems **do not replace staff supervision**
- Activation of emergency devices **does not guarantee immediate on-site assistance**
- I am responsible for my own safety during unstaffed hours
- I am encouraged to carry a personal cell phone and exercise caution

Member Initials: _____

SECTION 6: ASSUMPTION OF RISK

I understand that use of fitness equipment and facilities involves inherent risks, including but not limited to:

- Slips, falls, or equipment malfunction
- Medical emergencies
- Injuries resulting from improper use or lack of supervision
- Environmental or weather-related hazards

I knowingly and voluntarily **assume all risks**, whether known or unknown, associated with my participation in 24-Hour Facility Access.

Member Initials: _____

SECTION 7: RELEASE & WAIVER OF LIABILITY

To the fullest extent permitted by law, I hereby release, waive, and discharge the Fremont Family YMCA, its officers, directors, employees, volunteers, agents, insurers, and affiliates from any and all claims, demands, actions, or causes of action arising out of or related to my use of the facility during unstaffed hours, including but not limited to claims resulting from negligence.

This release applies to **injury, illness, death, or property damage**, except where prohibited by law.

Member Initials: _____

SECTION 8: INDEMNIFICATION

I agree to indemnify and hold harmless the Fremont Family YMCA from any claims, damages, losses, or expenses (including attorney's fees) arising from my actions, violations of policy, or misuse of the facility during unstaffed hours.

Member Initials: _____

SECTION 9: ACCESS REVOCATION & TERMINATION

I understand that:

- 24-Hour Access will be revoked at any time for policy violations or safety concerns
- Membership status, unpaid balances, or disciplinary actions will impact access
- No refunds will be issued for revoked access privileges

Member Initials: _____

SECTION 10: ACKNOWLEDGMENT & SIGNATURE

I certify that I have read, understand, and voluntarily agree to all terms of this 24-Hour Facility Access Agreement and Waiver.

Member Signature: _____ **Date:** _____

FOR YMCA USE ONLY

☐ ID Verified (government-issued photo ID) ☐ Photo Verified in Pulse ☐ 24/7 Add-On Added

☐ Waiver Signed ☐ Key Fob Assigned in alarm.com

Staff Initials: _____ Access Activated By: _____

Activation Date: _____ Fob #: _____