



### AUTHORITY TO DRAW CREDIT CARD, ACH DEBITS OR DRAFTS FOR MEMBERSHIP PAYMENTS

To Old Colony Y: I have given authority to my bank or credit card issuer to honor preauthorized debits drawn by you on my account on the date I have designated (or nearest business day) of each month for the following month's membership. It is understood that the draft on my account shall constitute valid notice of such payment due on my membership. When the bank or credit card issuer honors the payment, my account statement shall constitute receipt for the payment. Should any preauthorized credit or bank draft not be honored by the issuer when received by them, then it is understood that payment has not been made and I am responsible for making the payment directly to Old Colony Y.

### MEMBERSHIP CANCELLATION POLICY

**Member Right to Immediate Cancellation:** You may cancel your membership without penalty or further obligation during the first thirty (30) days of your membership by submitting in writing your notice of cancellation. All membership fees paid to Old Colony Y, including joiner's fees, will be refunded to you.

**Member Ongoing Right to Cancellation:** After the first thirty (30) days of membership, you may cancel the remainder of your drafted membership by giving us thirty (30) days advance written notice. Joiner's fees are NOT refundable after the first thirty (30) days of membership.

**Additional Rights to Cancellation:** You, or your estate, may also cancel your membership for the following reasons and receive a prorated refund:

1. In the case of your death.
2. Written notification from a physician stating your inability to use the facility due to health issues.

When a membership is cancelled for the reasons stated above, any unused membership fees previously paid by the member at the time of cancellation will be refunded on a prorated basis. The refund will be sent to the member or his/her estate within fifteen (15) business days of Old Colony Y receiving the written notification of cancellation.

### CREDIT CARD/BANK DRAFT AGREEMENT

1. The credit card/bank draft is a continuous membership plan. I understand that my membership will remain in effect permanently or until I initiate its termination in writing.
2. I understand that if I wish to terminate or change my membership in any way, I must give Old Colony Y thirty (30) days advance written notice to cancel the membership for the following month.
3. Old Colony Y may, at its discretion, adjust the monthly rate it charges for my membership. I understand I will receive at least thirty (30) days notice prior to the change.
4. Should a draft not be honored by my bank for any reason, the service fee charged by Old Colony Y is in addition to any service fee my bank may charge.
5. I understand that after two (2) unpaid drafts, Old Colony Y will immediately terminate my membership until all payments are up to date.

### OTHER MEMBERSHIP POLICIES

1. Membership cards remain the property of Old Colony Y and must be surrendered upon termination of my membership.
2. A \$2.00 fee will be charged to replace lost or damaged membership cards.
3. My membership may be placed on hold for up to three (3) months per calendar year at no charge. I must give 30 days advance written notice to put the following month on hold. Hold requests must be in writing and must include a draft restart date. Holds must be for at least one (1) month and run from the first to the end of the month.
4. Old Colony Y is not responsible for lost or stolen items.
5. I and my dependents will not bring weapons, controlled substances, or alcohol on YMCA premises.
6. Violation of rules or inappropriate behavior toward any member, guest, program participant or staff is cause for termination of membership at the discretion of Old Colony Y.
7. All members are required to have a photo on file.

### PHOTO WAIVER

It is understood and agreed that Old Colony Y reserves the right to take and utilize pictures, likenesses, videos, and testimonials of participants for promotional purposes including, but not limited to reports, publications, brochures, emails, our website, and other instances of online presence.

I hereby authorize and permit Old Colony Y, also known as Old Colony YMCA, or its authorized agent, without compensation therefore, permission to publish, reproduce, and use my photograph or likeness, with or without my name.

### OLD COLONY Y RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration for being permitted to utilize the facilities, services, and programs of the YMCA for any purpose, including but not limited to observation or use of facilities or equipment, or participation in any program affiliated with the YMCA, without respect to location, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities 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 acknowledgment that such premises and all facilities and equipment thereon and such affiliated programs 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.

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 PROGRAM AFFILIATED WITH THE YMCA, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE YMCA, its directors, officers, employees, and agents (hereinafter referred as "releasees") from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, without respect to location.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about the YMCA premises or in any way observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA whether caused by the negligence of the releasees or otherwise.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence 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 UNDERSIGNED further expressly agrees that the forgoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts 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 READ AND VOLUNTARILY SIGNS THE 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 HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

\_\_\_\_\_  
Date Participant's Signature

\_\_\_\_\_  
Date Parent's or Guardian's Signature  
(if participant is legally a minor)