



## WINONA FAMILY YMCA 24-HOUR ACCESS WAIVER & RELEASE FORM

FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

Use of the Winona Family YMCA outside of staffed hours of operation is for Winona Family YMCA members only. Members must be at least 18 years of age, have purchased the 24/7 membership upgrade and must use their assigned barcode to gain entrance. Members will still be held to the conditions and expectations outlined in the member handbook and cameras will continue to record to ensure compliance.

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24/7 access is available for the gymnasium, Wellness Center and racquetball/handball courts only. 24/7 access outside of staffed hours of operation is through the YMCA's main entrance.

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We **HIGHLY** recommend that you have an adult workout partner, who also has the 24-hour membership access, accompany you while using the YMCA during unstaffed hours. There will be no supervision or assistance when using these facilities outside of the YMCA's staffed hours of operation. If you are injured, become unconscious, suffer a stroke or heart attack, there may not be anyone to respond to your emergency and this facility has no duty to provide aid to you. Even though this facility is equipped with surveillance cameras, it is likely that should you require immediate assistance, none will be provided.

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Because physical exercise can be strenuous and subject to risk of serious injury, the Winona Family YMCA urges you to obtain a physical examination from a doctor before using any exercise equipment or participating in any exercise activity. You agree that if you engage in any physical exercise or activity, or use any YMCA amenity on the premises, you do so entirely at your own risk. You agree that you are voluntarily participating in the use of this facility and assume all risks of injury, illness, or death. The Winona Family YMCA is also not responsible for any loss of your personal property.

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This waiver and release of liability includes, without limitation, all injuries which may occur, regardless of negligence, as a result of; (a) your use of all amenities and equipment in the facility and your participation in any activity, class, program, personal training or instruction; (b) the sudden and unforeseen malfunctioning of any equipment; (c) your slipping and/or falling while on the Winona Family YMCA premises, including adjacent sidewalks and parking areas.

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Snow removal will not be enforced until staffed hours of operation. Members with 24-hour access can utilize the YMCA, but at their own risk from the elements.

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You acknowledge that you have carefully read this "waiver and release" and fully understand that it is a release of liability. You expressly agree to release and discharge the Winona Family YMCA, Inc., and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action. You agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Winona Family YMCA, Inc. for negligence, personal injury or property damage.

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**Note:** Should any part of this agreement be found by a court of law to be against public policy or in violation of any state statute or case precedence, then only that wording is removed and the remainder of this agreement will remain in full force. Processing can take up to 72 hours to be effective.

Signed: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Please submit form to Member Services front desk along with the change form for processing.**