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FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

WAIVERS AND AGREEMENTS YMCA OF SAN JOAQUIN COUNTY

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY - COVID-19 ALL PROGRAMS

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of the YMCA of San Joaquin County (the "YMCA") and/or for my children listed above 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 and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in San Joaquin County, California. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the San Joaquin County Health Care agency (together, the "Public Health Agencies") for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YMCA (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Notices list is updated regularly and currently includes China, Iran, South Korea, and most of Europe.

1. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services, and programs of the YMCA, on a daily basis if necessary.
2. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YMCA if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.
3. The undersigned agrees to notify the YMCA immediately if he or she believes that any of the foregoing access/use restrictions may apply.
4. The YMCA has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above.
5. The undersigned acknowledges and agrees that the YMCA may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with the YMCA's revised procedures prior to utilizing the facilities, services, and programs of the YMCA.
6. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the YMCA, social distancing of 6 feet per person among children and their caregivers in a childcare, sports, aquatics, or training setting is not possible.
7. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the YMCA and acknowledges that use thereof by the undersigned and/or such participating children may, despite the YMCA's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

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:

1. THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING 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



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participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.

2. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
3. 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 any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YMCA.
4. The undersigned understands and agrees that the YMCA is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, 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 agrees and acknowledges that use of the YMCA facilities and services, and participation in the YMCA programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage.
5. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating 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.
6. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.
7. 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.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YMCA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY YMCA FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YMCA THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

MEMO OF UNDERSTANDING

To be read, understood, and signed by Parent/ Guardian

1. Participant & Parent(s)/Guardian(s) agrees to abide by the rules and regulations set by the program for the health, safety and welfare of the participants.



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2. All Medications will be kept under the control of program supervisor.
3. Willful destruction of property will be the responsibility of the participant's parent(s)/ guardian(s).
4. Participants must remain within established boundaries wherever the program occurs on and off YMCA property.
5. Participant & Parent(s)/Guardian(s) are not allowed to use tobacco, alcohol, illegal drugs, or possess firecrackers, firearms, or explosives.
6. The YMCA is not responsible for lost or damaged personal belongings.
7. Continued inappropriate behavior, (i.e., threatening, swearing, not following directions, teasing, sexual harassment/intimidation, and improper behavior in vehicles.) May result an immediate dismissal from any YMCA program with no refund. We reserve the right to dismiss anyone from the program at parent/ guardian expense and liability for violating any of the above.
8. It will be the responsibility of the parent/ guardian to pick up or arrange transportation home for the participant.
9. The Program Administrator reserves the right to determine what constitutes a violation of these rules and will enforce them, as necessary.

I have read, understand, and will abide by the rules as stated above throughout my participation in YMCA programs.

PHOTO/VIDEO/AUDIO RECORDING RELEASE

I am 18 years of age or older and, if not, my mother/Father/Legal Guardian has signed below.

1. For my participation in activities to be conducted YMCA of San Joaquin County, I hereby give my permission and consent now and for all time, to YMCA of San Joaquin County, the National Council of Young Men's Christian Associations of the United States of America (YMCA of the USA) and third parties collaborating with YMCA of San Joaquin County and/or YMCA of the USA to make, reproduce, edit, broadcast or rebroadcast any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience within said activities at YMCA of San Joaquin County, for publication, display, sale or exhibition thereof in promotions, advertising and legitimate business uses without any compensation to and/or claim, by me.
2. I may, or may not be, identified in such reproductions, however, I shall not be stated by name to have endorsed any commercial products or commercial services.
3. I further agree to the following: Any video film, footage, soundtrack recordings, and photo reproductions of me and/or my narrative account of my experience at YMCA of San Joaquin County, I authorize, according to this Release, shall belong to YMCA of San Joaquin, YMCA of the USA and third parties collaborating with YMCA of San Joaquin County and/or YMCA of the USA.
4. Therefore, they will have full right of deposition of any video film, footage, soundtrack recordings and photo reproductions of me and/or my narrative account of my experience YMCA of San Joaquin.
5. Any video film, footage, soundtrack recordings and photo reproductions of me and/or my narrative account of my experience at YMCA of San Joaquin County will not be subject to any obligation of confidentiality and may be shared with and used by YMCA of San Joaquin County, YMCA of the USA and third parties collaborating with YMCA of San Joaquin County and/or YMCA of the USA.
6. YMCA of San Joaquin County, YMCA of the USA and third parties collaborating with YMCA of San Joaquin County and/or YMCA of the USA shall not be liable for any use or disclosure to a third party of any video film, footage, soundtrack recordings and photo reproductions of me and/or my narrative account of my experience at YMCA of San Joaquin County.
7. YMCA of San Joaquin County, YMCA of the USA and third parties collaborating with YMCA of San Joaquin County and/or YMCA of the USA shall exclusively own all known or later existing rights to worldwide and shall be entitled to the unrestricted use of any video film, footage, sound track recordings and photo reproductions of me and/or my narrative account of my experience at YMCA of San Joaquin County for any purpose without compensation to me, I agree that my consent and this release are irrevocable.

I hereby release and discharge YMCA of San Joaquin County, YMCA of the USA and third parties collaborating with YMCA of San Joaquin County and/or YMCA of USA from any and all claims in connection with the uses and



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reproductions of any video film, footage, soundtrack recordings and photo reproductions of me and/or my narrative account of my experience at YMCA San Joaquin County as described herein.

WAIVER OF LIABILITY – SPORTS

1. I hereby accept any and all responsibility for, and assume the risk of any and all injury or damage to my person or dependent children which might arise directly as a result of, and or participation in the YMCA of San Joaquin County, the various branches and subdivisions thereof, and all employees and volunteers in their capacities as representatives of the YMCA expressly including, but not limited to the Board of Directors of the YMCA of San Joaquin County except injuries caused intentionally, or by willful misconduct. I give permission for my child[ren]'s picture to be used as a promotion for YMCA.
2. I certify that I am familiar with the contents of this release, that I have read and understand the same, and that it is my intention by my heirs, administrators, executors, successors, and assigns. Special Requests: Request for a team, coach, player, location, date, time, is NOT guaranteed.
3. I understand that the schedule and times are subject to change, that the YMCA will do its best to notify me, and that it is my responsibility to ensure my information is correct in order to receive timely notifications of such events.

INSURANCE RELEASE

It is the responsibility of every individual, parent, or guardian to provide for their own accident and health coverage while participating in all YMCA activities. The YMCA of San Joaquin County does not provide any accident or health coverage for its participants.

STUDENT BEHAVIOR MANAGEMENT PROCEDURES

It is the goal of the YMCA of San Joaquin to provide a healthy, safe, and secure environment for all School Age Child Care and After School Program participants. The YMCA teaches the core values of Respect, Responsibility, Honesty and Caring. Children attending the program are expected to follow the behavior guidelines and appropriately interact in a group setting.

PROGRAM BEHAVIOR GUIDELINES

People are **RESPONSIBLE** for their actions **RESPECT** each other and the environment. **HONEST** will be the basis for all relationships and interactions. We will **CARE** for ourselves and those around us.

WHEN A CHILD DOES NOT FOLLOW THE BEHAVIOR GUIDELINES, THE FOLLOWING STEPS WILL BE TAKEN:

1. Staff will redirect the child to more appropriate behavior.
2. The child will be reminded of the behavior guidelines and rules, and discussion will take place.
3. The parent will be notified of the problem.
4. The staff will document the situation. This written documentation will include what the behavior is, what provoked the problem, and corrective action taken.
5. A conference with the parent and staff will occur to determine the appropriate action.
6. A progress check or follow up will occur.
7. If the problem persists, a conference will occur with the parent, child staff and Program Director. The Program Director will have all documentation, and conference notes for review. Future participation may require counseling.
8. If a child's behavior at any time threatens the immediate safety or self, other children or staff, the parent will be notified and expected to pick up the child immediately.
9. If a problem persists and/or a child continues to disrupt the program, the YMCA reserves the right to suspend the child from the program.
10. Expulsion from the program will be considered in situation involving violent acts or after all alternatives have been attempted to resolves the problem.

SUSPENSION FOR THE REMAINDER OF THE CURRENT DAY AND THE NEXT DAY



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1. Children suspended from school are not permitted to attend the School Age Child Care and After School Program for the duration of the suspension.
2. Children expelled from school are not permitted to attend the School Age Child Care and After School Program unless notified by the school authorities.
3. Endangering the health and safety of the children and/or staff.
4. Threats made to children and/or staff regarding firearms, knives, firecrackers, or explosives.
5. Theft or damage to YMCA, school, or personal property.
6. Leaving the program without permission.
7. Refusal to follow program behavior guidelines and/or school rules. Use of profanity, vulgarity, and/or obscenity.
8. Lewd behavior If any of the behaviors listed above persists, a second suspension may occur pending expulsion.
IMMEDIATE EXPULSION
9. Possession of and/or use of tobacco, knives, alcohol, illegal drugs, firecrackers, firearms, or explosives.
10. Inappropriate interaction by parents, tutors or family towards other parents, participants, or staff. (Example: fights, hostile, etc.)

I have reviewed the behavior Management Procedures with my child. I understand and agree to all the terms presented in this document.

ADMISSIONS AGREEMENT

The YMCA of San Joaquin County Afterschool and Child Care is a licensed-exempt program for school aged children. Hours and fees vary between locations, please check your center's schedule.

The basic fee schedule covers the days that the children are in school including minimum days.

1. The YMCA School Aged Child Care Family Handbook serves as a part of this Admission Agreement. It is your responsibility to read and understand the policies set forth in the Family Handbook. A copy is available on our website.
2. All payments must be paid through either Automatic bank drafts or Automatic credit card payments. We automatically draft your account on the 20th prior to service. If your bank draft / credit card payment is rejected, a \$25 return charge will be added to your account. Please ensure your credit card/bank draft information is updated in your online account at least 10 days prior to your draft date.
3. Before or on the 20th prior to service: Fees must be paid by the 20th prior to service. (For example, September's fee needs to be paid no later than August 20th.)
4. After the 1st of the month: payments received after the 1st of the month of Service will be assessed a \$35 late fee.
5. After the 5th day of the month: If payment is not received after the 5th day of the month of service, your enrollment will be suspended.
6. All children must be picked up by the end of their contracted program time. If you arrive after the end of your contracted program time, you will be charged \$5 per minute per child. These fees will automatically be added to the account and included on the next month's payment withdraw. (i.e., If your contracted pick-up time for your single child is 4:30, and you pick up at 4:40, a \$50 charge will be applied to your account.)
7. **Fee Changes:** We will give you a 30-day written notice in advance of any fee changes.
8. **Refund conditions:** All fees are charged on the basis of enrollment, not attendance. Refunds/prorates cannot be granted for absences due to illness or vacation. When you enroll, you are reserving time, space, staffing and provisions, whether or not your child attends. Refunds will be given for overpayment of fees or paid time after your two-week cancellation notice has elapsed. Refund will not be given if your child is suspended or terminated from the program.
9. **A two-week written notice** is required to withdraw from the program.
10. If your child has special needs, please let us know during enrollment. We want to provide the best environment for everyone and will make reasonable accommodation to fully include every child in activities. Failure to inform the Y at time of enrollment may result in a delayed program start date as we work to provide the appropriate accommodations.



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11. The YMCA of San Joaquin County is mandated by the State of California to report any suspected child abuse.
12. We periodically take pictures of participants in YMCA programs/activities. Please understand that these pictures may be displayed, used in fliers, brochures, videos, or other YMCA promotional material. If you prefer your child's picture to not be used in any of the above, please inform the YMCA staff in writing.
13. We reserve the right to end your child's enrollment for the following reasons:
 - a. If you fail to pick up your child by the end of your contracted program time on three (3) consecutive days.
 - b. If you fail to pay your fees on a timely basis for two (2) consecutive months.
 - c. If there are repeated occurrences of absences without notification.
 - d. If there are disciplinary problems with your child that put other children at risk physically and/or emotionally.
14. Optional Services: At times, the YMCA will provide optional services to children in the childcare centers. These services may take the form of a food program, youth sports league, enrichment course, or similar program. These services are strictly optional, and information about fees and schedules are available for each service on a separate form or flyer.
15. The YMCA of San Joaquin County is a non-profit organization. Our Federal Tax ID # is 94-1156319

Acknowledgement and agreement of these waivers and memos of understanding have been agreed upon either digitally or via wet signature. All agreements are subject to change at any time without notice. It is the responsibility of the enrolled party, or if party is under 18, their parent/guardian, to check the website at ymcasjc.org for updated waivers.