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FOR HEALTHY LIVING
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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,



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volunteers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned or such 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).



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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.
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



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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 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.

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.



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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

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

YMCA of San Joaquin County Before & After School Programs is a license exempt program for school aged children. Hours and fees vary between locations, please check your program sites schedule. Any district funding for the After School Program does not apply to the Before School Program.

1. The YMCA Before & After School Family Handbook serves as part of this Admissions Agreement which has been provided to you. It is your responsibility to read and understand the policies and procedures set forth in the Family Handbook.
2. I agree to read and review the Discipline and Program Behavior Guidelines with my child, provided in the Family Handbook.
3. There is an attendance requirement for your child in any district funded After School program Monday -Friday until 6:00pm.
4. When you enroll you are reserving time, space, staffing, and provisions, whether or not your child attends.
5. All Children must be picked up by the end of their contracted program time of 6:00pm. If you arrive at 6:01pm, you will be charged \$5 per minute for the child named below and added to your account.
6. All accounts are required to have an Electronic Funds Transfer form (EFT form), provided in this packet, on file in the event that your account accrues any late pick-up fees, which will be processed on the 20th of each month. If any bank draft /credit card payment (method of payment) is returned, a \$25 service charge will be added to your account.
7. Fee based program payments will be a scheduled EFT on the 3rd or 20th of each month prior to service using the method of payment you provided on the EFT form. (i.e., May should be paid by April 20th)
8. A 10-day grace period is given from the 20th until the 1st of the month. Any payment processed after the 1st of the month of service will be assessed a \$35 late payment fee.
9. Any non-payment after the 5th of the current month of service, may result in your child's enrollment being suspended.



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10. It is your responsibility to notify us of any changes to your method of payment on file with an updated EFT form to the YMCA office 15 days prior to your next scheduled payment. Failure to update your method of payment on file will result in any and all fees that may result in a returned payment, which includes a \$25 service charge for each attempt to process your payment, and a \$35 late payment fee.
11. A two-week written notice is required to withdraw from the program.
12. Fee Changes: We will give you a 30-day written notice in advance of any fee changes.
13. Refund Policy: All fees are charged on the basis of enrollment, not attendance. Refunds/prorates cannot be granted for absences due to illness or vacation. Refunds will be given for overpayment of fees or paid time after your two-week cancellation notice has elapsed. Refunds are not given if your child is suspended or terminated from the program.
14. If your child has special needs, please let us know before submitting your child's registration forms. We want to provide the best environment for everyone and will make reasonable accommodations to fully include every child in activities. Failure to inform the Y, prior to this registration form being submitted, will result in a delayed start date for your child.
15. The YMCA of San Joaquin County staff are mandated by the State of California to report any suspected child abuse.
16. We periodically take pictures of participants in YMCA programs/activities. Please understand these pictures may be displayed, used in fliers, brochures, videos, on social media or other YMCA promotional material. If you would like to request your child's picture, not be used, please submit a written request with this registration.
17. We reserve the right to end your child's enrollment for the following reasons:
 - ❖ If you fail to pick up your child by 6:00pm on three (3) separate days.
 - ❖ If you fail to pay your fees on a timely basis for two (2) consecutive months.
 - ❖ If there are repeated occurrences of absences without notification to the YMCA.
 - ❖ If your child has disciplinary problems that put other children at risk physically and/or emotionally.
18. Optional Services: At times, the YMCA will provide optional services to children in the Before & After School Programs. These services may take the form of a food program, youth sports league, enrichment course, or day camp program. These services are strictly optional, and information about fees and schedules are available on our website or flyers throughout the year.
19. The YMCA of San Joaquin County is a non-profit organization. Our Federal Tax ID # is 94-1156319