



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

**FANWOOD-SCOTCH PLAINS YMCA**  
**7<sup>TH</sup> GRADE MEMBERSHIP APPLICATION**  
PLEASE PRINT CLEARLY

**PARENT/GUARDIAN OF MINOR:**

**Required:**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender \_\_\_\_\_  
Home Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Primary Email Address \_\_\_\_\_

**STUDENT:**

**Required:**

First Name \_\_\_\_\_ Last Name \_\_\_\_\_ Middle Initial \_\_\_\_\_  
Birthdate \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender \_\_\_\_\_ Cell Phone \_\_\_\_\_  
Email Address \_\_\_\_\_ School \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION (OTHER THAN PARENT/GUARDIAN LISTED ABOVE):**

Please indicate if phone is Work, Home, or Cell

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone # \_\_\_\_\_  
Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone # \_\_\_\_\_

**FOR OFFICE USE ONLY:** Mark which documents have been provided for proof of 7<sup>th</sup> Grade status and/or residency

- Most recently issued report card or current class schedule
- Parent/Guardian proof of residency (at least one of the following if student attends school outside of Fanwood-Scotch Plains YMCA service area)
  - Current state or government-issued photo ID showing home address
  - Most recent utility bill

Staff Member: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

How did you hear about the Fanwood-Scotch Plains YMCA/7<sup>th</sup> Grade Initiative?

\_ YMCA brochure    \_ Direct Mail    \_ Friend    \_ Newspaper    \_ Realtor  
\_ School    \_ Social Media    \_ Other \_\_\_\_\_

## FANWOOD-SCOTCH PLAINS YMCA- 7<sup>TH</sup> GRADE MEMBERSHIP- PAGE 2

Welcome to the Fanwood-Scotch Plains YMCA, part of a worldwide association based on Christian principles, inclusive of all people, provides quality programs that develop a healthy spirit, mind and body and promotes the core values of caring, honesty, respect, and responsibility. Thanks to the contribution of members and friends, financial assistance is available for those in need. The free 7<sup>th</sup> Grade Membership is largely supported by Annual Campaign donations.

Our YMCA core values of caring, honesty, respect, and responsibility guide our use of your information. Any information collected about you and your family is kept confidential and only used for Fanwood-Scotch Plains YMCA purposes. Our complete privacy policy can be obtained at your request from any Welcome Center staff.

### **LIABILITY WAIVER AND RELEASE**

I represent that I am the participant (if at least eighteen (18) years old) or parent or legal guardian of the participant named below (referred to as "I" or "me").

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Date of Birth

I desire to participate in activities and/or use of equipment (collectively, the "**Activities**"), provided by **Fanwood-Scotch Plains YMCA** (the "**YMCA**"). As lawful consideration for being permitted to participate in the Activities, I agree to all the terms and conditions set forth in this Liability Waiver and Release (this "**Agreement**").

I AM AWARE AND UNDERSTAND THAT MY PARTICIPATION IN THE ACTIVITIES INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE YMCA OR OTHERWISE. **I UNDERSTAND THAT THIS AGREEMENT WILL APPLY TO EACH AND EVERY TIME THAT I PARTICIPATE IN THE ACTIVITIES.**

1. **Voluntary Participation.** I choose to participate in all Activities offered or provided by the YMCA and/or to allow my minor child to participate in all Activities offered or provided by the YMCA at my own risk and pursuant to the terms of this Agreement. I will comply with all stated and customary terms, posted safety signs, rules, and verbal instructions as conditions for my participation in the Activities.

2. **Identification of Risks.** I understand that the Activities involve known and unknown risks, including equipment failure or significant physical injury, disability, paralysis, death, and/or property damage to myself or to other persons or property. Other risks include, without limitation, cuts and bruises, muscle strains, muscle pulls, muscle tears, broken bones, injuries to knees or other joints or parts of the body, exhaustion, dehydration, or any other illness or soreness that may occur, including death. In addition to the risks of new injury, I further understand that physical exertion associated with my participation in the Activities can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects.

3. **No Guaranty of Safety.** I acknowledge that volunteers or employees of the YMCA cannot ensure or guarantee my safety or the safety of any participant in Activities at the YMCA's premises. They may be unaware of a participant's fitness or ability. Further, some participants may not heed the safety precautions provided to all participants. Further, equipment may become loose, out of adjustment, or malfunction and that may not be known or observed by volunteers or employees prior to the occurrence of any injury or death. There is also the risk that volunteers or employees may not observe behavior of participant(s) that increases the risk of injury or death to the participant(s) or to others, including me.

4. **Assumption of Risk/My Responsibilities.** I understand that the risks inherent in the Activities cannot be totally eliminated without compromising the essential qualities of physical activity. I further understand that the Activities may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I confirm that I am in good physical condition and do not suffer from any known disability or condition that would prevent or limit my performing any activity for which I may choose to participate. I understand and have considered the risks involved and voluntarily choose to assume these risks, as well as to assume all other risks, known or unknown, foreseeable and unforeseeable, connected with my participation in the Activities, including but not limited to those that may not result from my own actions, inactions, or negligence, but also from the actions, inactions, or

negligence of others, or the condition of the equipment. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Activities, including, but not limited to falls, malfunctions with the equipment, and all other such risks being known and appreciated by me.

5. Waiver and Release. I, for myself and my spouse, heirs, assigns, next of kin, personal representatives, and estate (the "Releasing Parties"), expressly waive and release any and all claims, now known or hereafter known, against the YMCA, and its and their officers, directors, trustees, volunteers, employees, contractors, representatives, agents, and successors and assigns (collectively, the "Released Parties"), arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the YMCA or any Released Parties or otherwise. I agree not to sue any Released Party and agree that I am releasing any right to make or bring any and all claims or suits against the YMCA or any other Released Party, and forever release and discharge the YMCA and all other Released Parties from liability under any and all claims.

6. Indemnification. I agree to defend, hold harmless and indemnify the YMCA and all other Released Parties against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, investigation costs, defense costs, and other costs or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement (collectively, the "Losses") arising out of or resulting from my participation in the Activities.

7. Medical Expenses. I consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury, or medical emergency resulting from or in connection with my participation in the Activities. I understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

8. Applicable Law/Venue Selection. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Union County, New Jersey and I consent to the exclusive jurisdiction of such courts.

9. Severability. I understand that this Agreement is intended to be as broad and inclusive as permitted by law and that if any portion hereof is held invalid, I agree that the balance shall continue in full legal force and effect. I further agree that if this Agreement is not valid as such in the State of New Jersey, it shall be construed as a covenant not to sue.

10. Entire Agreement/Binding Effect. This Agreement constitutes the sole and entire agreement of the YMCA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and shall inure to the benefit of the YMCA and me and our respective heirs, personal representatives, successors and assigns.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE YMCA. I HAVE THE RIGHT TO CONSULT AN ATTORNEY BEFORE SIGNING THIS AGREEMENT. I AM SIGNING THIS AGREEMENT VOLUNTARILY.

I further acknowledge that I am the participant or the parent or legal guardian of the minor participant named above. I have the legal right to consent to and, by signing below, I do consent to the terms and conditions of this Agreement.

Parent/Guardian Print Name \_\_\_\_\_  
Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

I consent to be photographed/videotaped and to allow the YMCA's use of any photos/video of all members on this account for publicity reasons.  
 I consent       I do not consent      Signature \_\_\_\_\_ Date \_\_\_\_\_

**Support the YMCA Annual Campaign Fund**

Donations to the Y's annual campaign helps those in need of financial support so they can benefit from Y membership and programs, regardless of their ability to pay. Annual Campaign funds also help support free membership programs, such as the 7th Grade Initiative and LiveSTRONG® at the YMCA for cancer survivors and their caregivers. Would you like to donate to the FSPY Annual Campaign?

Add \$ \_\_\_\_\_ as one-time contribution. Add \$ \_\_\_\_\_ as a monthly contribution.  
Signature \_\_\_\_\_ Date \_\_\_\_\_

## YMCA Member Code of Conduct:

### Code of Conduct

The Fanwood-Scotch Plains YMCA is committed to providing a safe and welcoming environment for all members, staff, volunteers and guests. We are a not-for-profit organization that embraces the core values of caring, honesty, respect and responsibility. By joining the YMCA, you as a member are agreeing to these values. To promote safety and comfort for all, we ask all individuals to conduct themselves in a manner consistent with these values. If at any time your behavior does not support these values, the YMCA has the right to revoke your membership.

1. Members are expected to comply with all YMCA guidelines as stated on our website, fspymca.org, and follow facility usage rules posted throughout the building (wellness center, pool, gym, locker rooms, etc.)
2. Respect the rights and dignity of others.
3. Speak in respectful tones. Exclude foul, profane or derogatory language.
4. Appropriate attire is required at all times.
5. Create a safe, caring environment for all.
6. The YMCA conducts regular sex offender screenings of all members and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access.

### Prohibited Activities:

1. Loaning of your membership card.
2. Engaging in theft or destruction of property.
3. Smoking, possessing alcoholic beverages, firearms or other weapons and any illegal substances in the Y or on any YMCA property.
4. Physical contact with another person in an angry or threatening manner.
5. Any demonstration of sexual activity or sexual contact with another person.
6. Harassment or intimidation by words, gestures, body language or any menacing behavior.
7. Using of video/photography devices throughout the facility except unless authorized by a YMCA staff member.
8. Any other conduct of inappropriate, threatening or offensive nature. Please honor our core values of caring, honesty, respect and responsibility.

PARENT/GUARDIAN PRINT NAME: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

### 7<sup>th</sup> Grade Participant Code of Ethics

By choosing to become a member of the Y, all participants agree to abide by this Participant Code of Ethics:

- Be Responsible
  - Your YMCA is a Safe Zone. Use of possession of drugs, alcohol, or weapons is not allowed in the YMCA programs or facilities.
  - Unsafe or dangerous behaviors will not be tolerated.
- Be Caring to Others
  - Fighting, physical confrontation, or pranks are not allowed in YMCA programs or facilities.
  - Behaving with undignified behaviors will not be tolerated.
- Be Respectful of Others
  - Mistreatment or harassment of YMCA members, program participants, or staff is strictly prohibited.
  - Intentional damage to another person's property or YMCA property will not be tolerated.
  - Refrain from abusive or profane language.
  - Use of cell phones in locker rooms is not permitted.
  - Full participation in scheduled programming in designated areas.
- Be Honest to Yourself and Others

- Conduct that does not support the YMCA mission or core values of caring, honesty, respect, and responsibility is not acceptable.

**7<sup>th</sup> Grade Behavior Guidance Policy**

The Fanwood-Scotch Plains YMCA is based upon developmentally appropriate practice and the core values of caring, honesty, respect, and responsibility which shall be consistently encouraged. In the event that a participant is not behaving in accordance with our Participant Code of Ethics, YMCA Staff and/or Volunteers will follow these steps:

1. Discussion regarding inappropriate behavior
2. Removal from specific activity (practice or game)
3. Meeting with parent, staff/volunteer, and child to discuss behavior
4. Suspension from program
5. Removal from program

I fully understand and accept the rules and consequences as stated above. By signing below I attest to the fulfillment of these requirements and agree that expenses resulting from dismissal will be my sole responsibility.

\_\_\_\_\_  
**Signature of Parent/Guardian**

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Student**

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**Date**