

24/7 ACCESS GUIDELINES AND AGREEMENT

Utilization of 24/7 access to the Chapin YMCA requires the signing of this document by each eligible individual who wishes to access the facility after operating hours. The YMCA has a strict honor code based on our values of honesty, respect, caring, and responsibility.

If a member fails to abide by the policies established or follow member conduct guidelines, their 24-hour access and their membership will be revoked without refund. Violations of the Honor Code with trespassing, theft, and other crimes may lead to prosecution. Please read thoroughly as these policies are non-negotiable and will be strictly enforced.

Access

As a member with 24-hour access, you may use the Fitness Center area of the Y at any time. There will be no YMCA staff on hand after normal operating hours (see posted operating hours) to assist members, provide supervision, respond to emergencies, or render any assistance whatsoever. By using the facility during unstaffed hours, you acknowledge and accept that you are exercising entirely at your own risk without any supervision or assistance from the YMCA.

After normal operating hours end, the following areas will be unavailable:

- Group Fitness/ Functional Fitness
- Locker Rooms and showers
- Member Services
- Recovery Zone

Safety and Security

Please be aware that your key tag/barcode is to be used only for your entrance into the facility. You are solely responsible for the security and proper use of your access credentials. Members with 24-hour access cannot grant access to others, even if they are known to them. Granting access to another individual, sharing your access credentials, or allowing any other person to enter the facility using your credentials is grounds for immediate termination of membership without refund. You agree to be responsible for any unauthorized use of your access credentials and any damages or liabilities arising therefrom.

For members to have the added benefit of the 24-Hour access program, the YMCA must have an updated photo and contact information. This is required for any member that wants to participate in the 24-Hour access program.

The YMCA has a 24-hour video recording system for security purposes. It will be reviewed periodically to address any security concerns and monitor who is entering the building. You expressly acknowledge and agree that this video monitoring system is for security documentation purposes only and does not provide any real-time monitoring, staffing assistance, supervision, or

emergency response capability. The YMCA makes no representation that any person monitors this system in real time or that emergency assistance will be dispatched in the event of an incident.

A panic button is located in the fitness center for use in case of emergency. When the button is pressed, 911 is activated. You acknowledge that the YMCA has no control over 911 response times, that emergency responders may not arrive in time to render assistance, and that the presence of this panic button does not create any duty on the part of the YMCA to provide emergency response or medical assistance.

If the Y loses power after normal operating hours, 24-hour access will not be available. Members with 24-hour access will be notified of closures for inclement weather that result in unsafe conditions via news sources and social media.

24-HOUR POLICY AGREEMENT

Age Requirements

24-hour access is limited to adults, age 18 and older. Members who violate this policy may lose their membership privileges.

Guest Policy

Day pass guests are only allowed to use the YMCA during normal business hours when a YMCA staff member is on duty. No guests are allowed to utilize the 24-hour access.

Access Code Entry

24-hour members must use their own key tag or bar code for entry. If your access code does not work, please call the YMCA during normal operating hours for assistance. Please use the 24-hour entrance and exit location when enjoying the 24-hour benefit. Emergency exits are available to use in the event of an emergency.

Membership

Members must provide the Y with contact information changes (address, phone, email) as they occur.

Health and Security While Working Out

Members must wipe down all equipment with provided disinfectants after use.

The Chapin YMCA **strongly recommends** that you have an adult workout partner, who also has 24-hour membership access, accompany you while using the YMCA during unstaffed hours. Exercising alone presents significant safety risks, including but not limited to the inability to obtain assistance in the event of injury, medical emergency, equipment malfunction, or other dangerous situations. You acknowledge that the decision to exercise alone during unstaffed hours is made voluntarily and at your own risk.

The Chapin YMCA uses 24-hour video monitoring of our Centers for security purposes. This system does not provide staffing assistance for emergencies but is reviewed periodically to address any security concerns and to monitor building access. **You expressly understand and acknowledge that should you require immediate assistance of any kind, including medical assistance, no YMCA staff will be present or available to provide such assistance. You are exercising completely unsupervised and entirely at your own risk. The YMCA expressly disclaims any duty to provide supervision, assistance, or emergency response during unstaffed hours.**

Medical Fitness Acknowledgment

By signing this Agreement, you represent and warrant that: (a) you are physically fit and have no medical condition that would prevent you from safely using exercise equipment without

supervision; (b) you have consulted with a physician regarding your fitness to engage in unsupervised exercise, or you knowingly waive such consultation and assume all risks associated with exercising without medical clearance; (c) you are not under the care of a physician for any condition that could be aggravated by physical exertion; and (d) you will immediately discontinue use of the facility if you experience any symptoms of physical distress, pain, dizziness, or other warning signs. You agree to indemnify and hold harmless the YMCA for any injury or medical event arising from your use of the facility during unstaffed hours.

THE FOLLOWING ARE STRICTLY PROHIBITED

- Use of profanity toward members and staff.
- Providing entry to the facility after normal operating hours to a member or non-member who does not have 24-hour access.
- Bringing a gym bag or another large bag into the facility.
- Providing personal training, consulting, instruction or coaching to other members.
- Theft or destruction of equipment, parts or merchandise.
- Theft from another member or of any contents in the facility.
- Use of equipment in a manner different than intended by the manufacturer.
- Failing to wear shoes, or wearing open-toe shoes, sandals or flip-flops.
- Selling merchandise and/or products of any kind.
- Alcohol and/or drug consumption on the premises.
- Entering the facility under the influence of any substance that impairs the member's physical or mental ability to function normally.
- No food, except for sports drinks and water, is allowed on the fitness floor.
- Physical and verbal confrontations. These will result in revocation of membership for all involved.
- Taking photos or videos of other members in the facility.
- Use of camera or video equipment (including cell phone) in restrooms.
- Using another member's scan card or providing another member's information to purchase items or check-in to the facility.
- No weapons of any type are allowed inside the facility.
- Projecting phone calls or music. Any personal music usage requires headphones or earbuds.
- Use of areas in the facilities that are closed/gated.

MEMBER ASSUMPTION OF RISK AND RELEASE

I understand and acknowledge that the risks from YMCA activities and use of any YMCA equipment are significant, including but not limited to the potential for physical or emotional injury, paralysis, permanent disability, death, and property damage or loss. I further understand that these risks are heightened during unstaffed hours when no YMCA personnel are present to provide supervision, instruction, assistance, or emergency response.

1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, foreseeable and unforeseeable. I acknowledge that this is an unsupervised Fitness Center during unstaffed hours, and I assume all risks associated with using exercise equipment, products, and machines, as well as exercising alone without the aid of YMCA staff on the premises. I acknowledge that no YMCA employee, agent, or representative will be present during unstaffed hours to supervise my activities, instruct me in the proper use of equipment, monitor my physical condition, or provide any assistance in the event of injury or medical emergency. I expressly assume all risks arising from the lack of supervision, including but not limited to injury from improper use of equipment, aggravation of pre-existing medical conditions, and inability to obtain timely assistance in an emergency. In addition, I acknowledge that YMCA activities may include outdoor exposure to additional risks, such as slick surfaces, uneven surfaces, loose rock/gravel, icy/snowy conditions, inadequate lighting, criminal activity, or other hazards.

2. I hereby release, indemnify, defend, and hold harmless The Young Men's Christian Association of Columbia, S.C. ("YMCA"), and its directors, officers, employees, volunteers, agents, affiliates, successors, and assigns (collectively, the "Released Parties"), from and against any and all claims, actions, causes of action, demands, rights, damages, costs, expenses, and compensation of any kind whatsoever, including attorneys' fees, arising out of or in connection with: (a) my use of any equipment, products, machines, or facilities of the YMCA; (b) any incident, injury, illness, or death occurring while using the facilities; (c) my participation in any YMCA activity or program; (d) my presence on YMCA property during staffed or unstaffed hours; (e) any act or omission of other members, guests, or third parties; or (f) any other matter related to my membership. This release specifically includes, but is not limited to, claims arising from the negligence of the Released Parties.

3. I expressly agree that this release, waiver, and indemnification is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina, and if any portion of this Agreement is held invalid or unenforceable, the remaining portions shall remain in full force and effect. This release shall be binding upon my heirs, executors, administrators, assigns, personal representatives, and next of kin. I understand and acknowledge that the YMCA is relying on this release in permitting me to access the facility during unstaffed hours.

4. I represent and warrant that I have adequate health insurance and other insurance coverage to cover any injury, illness, or damage I may suffer or cause while participating in YMCA activities or using the facilities. In the event I do not have such insurance, I agree to bear all costs of any injury, illness, or damage myself and to release and hold harmless the YMCA from any such costs. I further represent that I have no medical or physical condition that would be aggravated by physical exertion or that would interfere with my ability to safely use the facilities without supervision, or I

am willing to assume and bear all risks that may be created, directly or indirectly, by any such condition.

5. I represent that I have thoroughly read the policies herein and understand that any failure to adhere to the rules will be grounds for immediate termination of all membership privileges.

6. I HAVE CAREFULLY READ THIS AGREEMENT, INCLUDING THE POLICIES, RULES, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION PROVISIONS. I FULLY UNDERSTAND THE TERMS AND ACKNOWLEDGE THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING THIS AGREEMENT. I SIGN THIS AGREEMENT FREELY, VOLUNTARILY, AND WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING MY RIGHT, AND THE RIGHT OF MY HEIRS, EXECUTORS, AND ASSIGNS, TO MAINTAIN A LAWSUIT OR ANY CLAIM AGAINST THE RELEASED PARTIES ON THE BASIS OF ANY CLAIM, INCLUDING BUT NOT LIMITED TO CLAIMS FOR NEGLIGENCE. I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

7. I understand and agree that the YMCA reserves the right to modify, suspend, or terminate the 24-hour access program at any time, with or without notice, and for any reason. The YMCA may also revoke my individual 24-hour access privileges at any time, with or without cause, and I shall have no claim against the YMCA arising from such modification, suspension, or termination.

8. I agree that this Agreement shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of law principles. Any dispute arising out of or relating to this Agreement or my use of the YMCA facilities shall be subject to the exclusive jurisdiction of the state and federal courts located in South Carolina. I waive any objection to venue in such courts.

TERMS AND CONDITIONS

I hereby confirm that I have carefully read this entire Agreement, including the 24-Hour Access Policies, Guidelines, Rules, and Member Assumption of Risk and Release provisions. I understand and agree to all Terms and Conditions set forth herein. I acknowledge that the YMCA may update or modify this Agreement at any time and that my continued use of the 24-hour access program following any such update constitutes my acceptance of the modified terms. If I do not sign an updated Agreement when requested, my 24-hour access privileges will be deactivated. I further understand and agree that it is my sole responsibility to notify the YMCA of any changes to my contact information. I acknowledge that I have had the opportunity to ask questions about this Agreement and that I am signing this Agreement voluntarily.

Signature: _____

Date: _____