

# Le Mars YMCA Changes, Cancellations, & Payment Authorizations



Please read through the agreement that relates to your membership payment method. All memberships are non-transferable.

I understand that a 3% processing fee will be added to all card payments or transactions.

I understand that I am responsible for providing the Le Mars YMCA with my correct and updated contact information, including phone number, mailing address, and email address, and that the Le Mars YMCA is not responsible for any communication that I may miss due to my failure to provide said information.

I understand that the Le Mars YMCA does not track facility usage for billing purposes, and that monthly dues on my account will accrue and be charged according to the payment method I have selected regardless of whether or not I use the facility.

I understand that the Le Mars YMCA does not issue refunds on membership dues as a result of non-usage, failure to cancel verbally, in writing, or through your account, failure to update payment method, failure to monitor personal finances, failure to provide current contact information, or any other agreement failure on the part of the Primary Member and/or other adults on the membership.

Call 712-546-6655 with any questions related to membership.

Monthly Memberships: Pay monthly membership dues. May cancel with no additional charges.

Annual Memberships: Pay for 12 months of membership. No cancels or holds.

Insurance Memberships: Paid for through insurance company.

## Changes, Cancellations, & Payment Authorizations for Monthly YMCA Memberships

Please read the following statements. By becoming a Monthly Y Member, you indicate that you understand and agree to comply to the Y's Changes, Cancellations, and Payment Authorizations policies related to your membership type.

- By signing this waiver I authorize the Le Mars YMCA to charge my credit card, debit card or checking account every month for my membership type.
- I understand that in order to make changes to or cancel my membership, I must let the Le Mars YMCA know verbally (in-person or over the phone), in writing (letter or email) or online through my member account by the 1st of the month for changes to take place that month.
- I further understand that membership rates are subject to change and the Le Mars YMCA shall provide a minimum 30 day notice prior to any change.
- I understand that all ongoing membership payments are due and automatically processed on the first day of the month and that drafts will finalize on the fifteenth day of the month. Non-payment by the last day of the month will result in termination of my membership. I will not have access to Le Mars YMCA facilities and programs until resolved.
- I understand that credit card drafts are administered by a third-party company, Daxko, and that any unsuccessful draft attempts will incur a non-refundable fee of \$15. It is my responsibility to settle any past-due balances & incurred fees with the YMCA or Daxko upon notice.
- I understand that EFT/ bank drafts are administered by a third-party company, Daxko, and that any insufficient draft will be charged a \$15 non-refundable fee. If Daxko is unable to collect dues from my account after 30 days, it is my responsibility to make payment to the Le Mars YMCA for all fees due, including any fees not covered by my financial institution.

## Changes, Cancellations, & Payment Authorizations for Annual Memberships

Please read the following statements. By becoming an Annual Y Member, you indicate that you understand and agree to comply to the Y's Changes, Cancellations, and Payment Authorizations policies related to your membership type.

- I understand that holds, cancels, and/or refunds are not available with annual memberships. My membership will cancel automatically after one year unless renewed. Annual memberships do not auto-renew.
- I understand that payment is due in full at time of registration.

## Changes, Cancellations, & Payment Authorizations for Insurance YMCA Memberships

Please read the following statements. By becoming an Insurance Y Member, you indicate that you understand and agree to comply to the Y's Changes, Cancellations, and Payment Authorizations policies related to your membership type.

- I understand that I am responsible for updating my membership to reflect any changes regarding insurance information.
- I understand that if found ineligible, I am responsible for paying the Le Mars YMCA for my facility usage, which will be charged by the day up to the monthly membership amount.

# Le Mars YMCA Code of Conduct & Safety Screening



**Please read the following statements.**

**By becoming a Y Member or visiting the Y as a guest, you indicate that you understand and agree to comply to the Le Mars YMCA Code of Conduct and Safety Screening.**

- I understand that all members and guests are checked against the Iowa and National Sexual and Violent Offender Registry and may be denied membership at the Le Mars YMCA. The Le Mars YMCA does not maintain records of offenders, but if my name appears I will be provided with a copy of the record from the website at my request.
- I understand that the Le Mars YMCA has a Code of Conduct for members, guests, and staff which is based on their Mission Statement and the Core Values of Honesty, Caring, Respect, and Responsibility.
- I understand that I may request a copy of this Code of Conduct at anytime and that my membership is contingent upon my compliance to the Code of Conduct, regardless of whether or not I have chosen to view a copy.
- I agree to adhere to the Code of Conduct and understand that if these rules, written or verbal are not followed by me or anyone associated with my membership, the Le Mars YMCA reserves the right to take appropriate disciplinary action including temporary or permanent suspension of membership.
- I further understand that the Le Mars YMCA reserves the right to refuse service to anyone for any reason if it deems it is in the best interest of the Le Mars YMCA, its members, guests, and those it serves.
- I understand that shirts are required in the facility other than swimming, closed toed shoes are required in the wellness area, and I will follow common health club and gym etiquette.
- I agree that the Le Mars YMCA may photograph or video me or anyone associated with my membership and may use such images or recordings for promotional purposes and I release the Y from any claim or liability related to that use.
- I understand that I need to check-in every time I use the Le Mars YMCA. I will be issued a check-in method during my first visit.
- I understand that the Le Mars YMCA works to ensure that everyone, regardless of ability, age, cultural background, ethnicity, faith, gender, gender identity, ideology, income, national origin, race, or sexual orientation, has the opportunity to reach their full potential with dignity. I agree to helping make the Le Mars Area Family YMCA a safe space for everyone.
- I agree to all terms and conditions listed above.

## Inherent Risk Waiver

**Please read the following statements. By becoming a Y Member or participating in Y programs or events, you indicate that you understand and agree to this waiver.**

I hereby acknowledge and agree for myself and my minor child[ren] that participation in the sports, programs, activities and recreational opportunities at and through the Le Mars YMCA comes with inherent risks. I understand and agree that the risks include, but are not limited to

- slips, trips, falls,
- aquatic injuries,
- athletic injuries, and
- exposure to bodily fluids, sweat, and/or illness caused by exposure due to bacteria or viruses, including the novel coronavirus, and any disease it causes.

I understand and agree, as participants in the sports and recreational opportunities offered at the Le Mars YMCA, to assume the inherent risks in those sports or recreational opportunities, whether those risks are known or unknown and that I, for myself and my minor child[ren] am responsible for all injury, illness or death to myself or damage to my property that result from the inherent risks in those sports, programs, activities and recreational opportunities.

I hereby give permission for Y staff or volunteers to provide emergency medical treatment to me or anyone associated with my membership and to be transported to an emergency medical center for treatment.

By signing this document, for myself and my minor child[ren], I am waiving my right to a jury trial to hold the Le Mars YMCA legally responsible for any injuries, illness or damages resulting from risks inherent in the sports, programs, activities and recreational opportunities offered at or through the Le Mars YMCA, and any damages I or my minor child[ren] may suffer due to the Le Mars YMCA's ordinary negligence that are the result of the Le Mars YMCA's failure to exercise reasonable care.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Names of other members on this unit.