



**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

# YMCA OF THE TRIANGLE INFORMATION FORM 2023 Summer 2023 – 2024 School Year

## CHILD'S INFORMATION

Child's name (first/middle/last) \_\_\_\_\_  
 Name called \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
 Gender \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ Grade (as of Aug. 31, 2023) \_\_\_\_\_  
 School \_\_\_\_\_ Track # \_\_\_\_\_  
 Child's N.C. Power School Number (Student I.D. Number, which is also usually a child's lunch number.) \_\_\_\_\_

## DEMOGRAPHICS

YMCA youth programs receive funding from several federal and local grants. Many of these grants rely on demographic summaries to be able to report the Y's positive impact within the diverse communities we serve. Your answer below will be used to create statistical percentages and totals only; individual names and identifying information are never included or shared.

For reporting purposes, please answer the following (required):

Participant Ethnicity (select one)  Hispanic or Latino  Not Hispanic or Latino  Prefer Not To Answer  
 Participant Race (select one)  American Indian or Alaska Native  Asian  Black or African American  
 Native Hawaiian or Other Pacific Islander  White  Other  Prefer not to answer

## ACCOMMODATIONS

Everyone who attends YMCA programs has unique needs. We are better when we take time to find out what those needs are, build empathy and understanding, and respond to individuals appropriately. The YMCA offers inclusive, welcoming programs dedicated to serving those needs in the best way possible. Because every person is unique, we address each request individually. Your/ your child's success and safety in our programs are our top priorities; therefore, we respectfully ask you or parents and caregivers to inform the YMCA, prior to the start of the program, of any special needs which may require reasonable accommodations, so we can work together to support you/ your child in reaching your/ their full potential. If you have a request or a medical need, please contact us so we can work together to create the best experience for your child.

**Check all that apply to your child or check "None" for those that don't apply:**

Medication (type and schedule) \_\_\_\_\_  None  
 Emotionally, behaviorally, intellectually or physically challenged (explain) \_\_\_\_\_  
 \_\_\_\_\_  None  
 Allergies (type) \_\_\_\_\_  
 \_\_\_\_\_  None  
 Special circumstances (see back page and provide additional information if necessary)/Requests \_\_\_\_\_  
 \_\_\_\_\_  None

**FOR OFFICE USE ONLY**

Child's full name \_\_\_\_\_  
 Payor # \_\_\_\_\_  
 Program \_\_\_\_\_  
 Child # \_\_\_\_\_

# FAMILY INFORMATION

Check the box of the Parent/Guardian the YMCA should contact for billing and questions.

Parent/Guardian's name \_\_\_\_\_  Male  Female

Home address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone # \_\_\_\_\_  Home  Work  Cell Phone # \_\_\_\_\_  Home  Work  Cell

Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ Email \_\_\_\_\_

Need flexible spending receipt Legal name for receipt \_\_\_\_\_

Parent/Guardian's name \_\_\_\_\_  Male  Female

Home address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Phone # \_\_\_\_\_  Home  Work  Cell Phone # \_\_\_\_\_  Home  Work  Cell

Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_ Email (must be different from above Parent/Guardian email) \_\_\_\_\_

Need flexible spending receipt Legal name for receipt \_\_\_\_\_

# CUSTODIAL RIGHTS

**Custody Documentation** - If parents are separated or divorced, the parent/ guardian completing this registration must inform the YMCA if custodial rights are joint or sole. If custody documentation exists regarding custody of above registered minor, the YMCA requires a current complete, signed, and filed copy of custody documentation emailed to Risk@YMCATriangle.org. In the case of joint custody, the Y must have written consent from each parent on file in order to add, edit or delete names to Emergency Contacts and Authorized Pick Ups. This condition may be applicable in other areas as well. Otherwise, only the parent having sole custody as identified in the signature below may make changes.

**Custodial rights - If parents are separated or divorced, custodial rights are:**  Joint or  Sole

- If custody documentation exists, please provide an executed copy to Risk@YMCATriangle.org.
- If sole custody, please designate appropriate Parent/Guardian name: \_\_\_\_\_ .
- If joint custody, both parents must provide written consent for all names on the Emergency Contacts and Authorized Pick Ups list. Names listed below require approval by both parents.
- Two party permission is not required for program registration. The YMCA will accept enrollment of a child from anyone who can make payments for the care or who qualifies for financial assistance (i.e. grandparent, aunt).

# CHILD'S ADDITIONAL EMERGENCY CONTACTS & AUTHORIZED PICK UPS

Please list the individuals who may be contacted in the event of an emergency if parents/guardians cannot be reached. Check to indicate who is authorized to pick up your child.

Name \_\_\_\_\_ Relationship to child \_\_\_\_\_

Phone # \_\_\_\_\_  Home  Work  Cell  Authorized to Pick Up

Name \_\_\_\_\_ Relationship to child \_\_\_\_\_

Phone # \_\_\_\_\_  Home  Work  Cell  Authorized to Pick Up

Name \_\_\_\_\_ Relationship to child \_\_\_\_\_

Phone # \_\_\_\_\_  Home  Work  Cell  Authorized to Pick Up

Name \_\_\_\_\_ Relationship to child \_\_\_\_\_

Phone # \_\_\_\_\_  Home  Work  Cell  Authorized to Pick Up

# PROGRAM POLICIES

Please read each of the following policies and sign on the next page to indicate your understanding. Policies are subject to all applicable laws.

## PERMISSIONS

- Field Trips** - I permit my child to leave the YMCA on authorized trips under the supervision of the YMCA staff. Dates and locations are announced in advance.
- Photography and Audio** - I give the YMCA of the Triangle Area, Inc. ("YMCA") and its employees and agents permission to use for any lawful purpose my and/or the likeness of my child in image, voice and/or appearance as such may be embodied in any pictures, drawings, renderings, photographs, video recordings, audiotapes, digital images or the like, with the understanding that the YMCA will not publish an associated name. I agree that the YMCA has complete ownership of such pictures, etc., including but not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements and any promotional or educational materials in any medium now known or later developed, including but not limited to the internet, television, radio, newspapers, magazines, social media sites (e.g., Facebook, Twitter, Instagram, Flickr, blogs, etc.), and/or YMCA audio, print or internet publications. I also agree that the YMCA has permission to release such pictures, etc. to the news media. I acknowledge that I will not receive any compensation or remuneration for the use of such pictures, etc. I understand that once such pictures, etc. are published to the media or on the internet, or are otherwise published, they may be used in publications and/or on websites outside of YMCA control. If at any time I need to remove photography and audio permission for my child, I understand that the YMCA will need written notification.
- Transportation** - I understand and agree that for YMCA programs providing transportation for me/ my child 1) to a YMCA program from home, 2) home from a YMCA program or, 3) from his/her school to a YMCA program, the liability of the YMCA of the Triangle Area for me/ my child begins when a participant boards a YMCA vehicle and ends when the participant exits the vehicle. Under some circumstances, the liability of the YMCA will continue if the participant is exiting the YMCA vehicle to participate in a YMCA program. Pickup and drop off points will be determined prior to me/ my child attending the program for which the participant is registered. If YMCA staff encounters circumstances that they perceive as dangerous at the location where I am/ my child is scheduled to exit a YMCA vehicle, I/ my child will not be permitted to exit. YMCA staff do not buckle participants of any age into car seats or fasten seat belts. I understand NC Boating Laws require completion of a NASBLA-approved course before operating a vessel propelled by a 10+ hp motor.  
  
I understand and acknowledge that the YMCA does not furnish any insurance for my protection should any claim or suit be made against me arising out of, in connection with, or related to the operation of a personally owned vehicle. I also understand that the YMCA has no insurance to repair damage that may occur to my personally owned vehicle arising out of, in connection with, or related to mentor activities. At all times, I will maintain automobile insurance coverage, as required by the laws of the State of North Carolina. I agree to indemnify the YMCA against all claims, losses, damages, and expenses, including attorney fees, which the YMCA may incur arising out of, in connection with, or related to, the use of my personal vehicle. I waive all claims that I have, or may have in the future, against the YMCA and/or its Board of Directors, officers, employees, insurers, volunteers, and agents. This release of all claims includes, but is not limited to, all liability for damages of any type, losses, or injuries that may arise out of, in connection with, or related to, the use of volunteer's vehicle. I understand that I may consult an attorney at my own expense prior to signing this agreement. In the event that any portion of this agreement is deemed unenforceable, the remainder will continue in full force and effect. State of North Carolina law, without regard to conflicts of laws, will apply to this agreement. The exclusive venue for any action arising out of, in connection with, or related to, this agreement, will be the Superior Court sitting in Wake County, North Carolina. By my signature below, I acknowledge and agree to the following: I confirm that I have carefully read this Consent and Release. I agree to all of the above terms knowingly and voluntarily.
- Teen Programs Communication** - I give permission for my teenager to communicate via email, web-based communication (such as Facebook) and phone (including cell phone text messages and images) with YMCA staff and volunteer advisors. I understand that my teenager and the staff and volunteer advisors may communicate about YMCA program information and other information while they are not supervised by YMCA personnel. I release and hold harmless the YMCA from any legal claims or liability related to such communications via email, web-based communication and phone.

- Surveys and Research** - I give the YMCA of the Triangle Area, Inc. ("YMCA") and its employees and agents permission to include my child in their partner surveys and research for the purpose of program quality, community health and/or other improvement criteria. I understand that all information provided during participation will be kept confidential and managed securely when stored digitally. All data provided will be deidentified to ensure your child is not identifiable, and all data will highlight combined or group results. I understand that participation is voluntary and that I have the right to terminate my child's participation at any time or to refuse their participation entirely without jeopardy to their status in the program. If at any time I need to remove participation permission for my child, I understand that the YMCA will need written notification.

## PROGRAM POLICIES

- Sex Offender Registry** - North Carolina law prohibits sex offenders from accessing YMCA of the Triangle programs and facilities. In compliance with this law and in order to ensure the safety of our children, we regularly compare our membership and participant database to the National Registry of Convicted Sex Offenders and terminate the membership, programs, and/or access rights of anyone registered.
- Personal Items and Damage Assessment** - I understand that the YMCA is not responsible for any personal items damaged, lost or stolen at our programs. If my child or anyone on the YMCA property causes damage to property belonging to the YMCA of the Triangle or another individual due to negligence, misuse or unsanctioned activity or behaviors, the YMCA reserves the right to charge a damage repair assessment fee.
- Force Majeure** - The performance of this Agreement by the YMCA is subject to act of God, government authority, curtailment of transportation, disaster, widespread illness, including epidemic and pandemic events, and other emergencies, any of which make it illegal, impossible, or commercially impracticable, for the YMCA to perform its obligations. It is provided that this Agreement may be terminated by YMCA for any one or more of such reasons by written notice from YMCA to the other party without liability to YMCA.
- Babysitting** - The YMCA strives to employ the very best staff possible in all of our programs. During staff time off or after they are no longer employed with the YMCA, these persons are private citizens and are no longer subject to our employment rules and procedures. The YMCA cannot and does not endorse or recommend its present or former staff members as babysitters to any parent or guardian of any child in any of our programs. Any babysitting arrangements with present or former staff of the YMCA is separate and independent from any YMCA program and must be based on the independent investigation, responsibility and judgement of the parent or guardian. I agree that the YMCA shall not be responsible and will be held harmless from any claims or liability in connection with such babysitting activities. If a current staff member is babysitting a program participant, they must be clocked out to provide transportation or be solely responsible for the participant.
- Horseback Riding** - I acknowledge that horseback riding, trail rides, or using horses entail known and un-anticipated risks which could result in physical, emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider, such as biting, kicking, bucking, lying down or stumbling; latent or apparent defects or conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contacts with plants, insects, or animals; my own physical condition or my own acts or omissions, the condition of the remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food or drink. In the event that I file a lawsuit against YMCA, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I have been informed of the State Equine Liability Act. The summary of these rules should be reviewed here: State Equine Liability Act.
- Inclement Weather** - I understand that programs may not be available when school is closed due to inclement weather. The YMCA will not provide refunds for inclement weather.
- Toilet Training** - Children age 3 and older need to be toilet-trained.

## PAYMENT POLICIES

I understand policies concerning payment, cancellation and refunds. I may not register a participant for a new program until outstanding balances due on past programs at any branch of the YMCA of the Triangle Area are paid.

13. **Returned Customer Payments** - The YMCA will attempt to collect all returned outstanding payments until they are paid in full. All returned drafts or checks are subject to a \$25 collection fee. If two drafts are returned within six months, draft privileges may be revoked and all fees must be paid in advance. If your draft is returned, it will be resubmitted on the YMCA's next draft date. Your financial institution may charge a fee for each unsuccessful draft attempt. The YMCA will not reimburse bank fees due to draft attempts. If credit or debit card payments are rejected, it is your responsibility to contact your YMCA branch or Customer Service Center to resolve payment issues.
14. **Cancellations** - In order to cancel a youth program, the YMCA must receive a written notice two weeks prior to the start of the program. The cancellation notice is required to stop automated payments. If canceling before the program has started, you will be charged the nonrefundable registration fee/deposit. If canceling after the program has begun, you will be charged for the two weeks cancellation notice period. The YMCA will communicate acknowledgement of the cancellation notice. If you do not receive notification, please contact the YMCA Customer Service Center.
15. **Drafts** - Your automatic withdrawal date will be the 1st, 9th, 17th or 24th of each month. IMPORTANT: If your draft date falls on a weekend or bank holiday, you will be drafted the following business day. It is your responsibility to notify your YMCA branch or the Customer Service Center to update your payment information.
16. **Third Party Payment Agreement** - If you have a Third Party Payment Agreement in place related to this registration, you have indicated that a third party will be responsible for the payment of all amounts due the YMCA hereunder. You understand that such agreement is in addition to, and not in replacement of, any and all obligations you have under these YMCA policies including any obligations to pay all amounts due hereunder and in connection with the program.
17. **Child Care Pricing** - Before/After School weekly programs are priced by the day; number of days purchased, will determine the total pricing for the week. Yearly Before/After School purchases are calculated by the day to determine the yearly price, however the number of service days varies in each month based on the school calendar. For your convenience, YMCA yearly fees are spread evenly across your child's enrollment period, with the monthly installment amount due each month being the same for easy budgeting. Refunds are calculated based on the number of service days in each month, not the monthly fee. If the number of service days used exceeds the amount paid, you will be charged the difference. If you have overpaid, a refund will be issued. Summer Day Camp is a weekly program, priced by the week. Tracking Out is a weekly program with weekly pricing (based on the Year-Round Calendar).
18. **Regulatory Compliance** - I understand that the YMCA may be subjected to the contractual or regulatory requirements of federal, state or local government agencies or their affiliates. These requirements impose constraints on the YMCA that may include but are not limited to, transmitting demographics, educational, health or other data regarding program participants to government agencies or their affiliates. I understand that participant data may be shared in this way, and consent to such sharing.
19. **Refunds** - If cancelling a non-youth program before it has started, you will be charged the nonrefundable registration fee/deposit. If cancelling after the program has begun, you will be charged for entire fee. YMCA registration fees and/or deposits are nonrefundable. If a refund is due, the refund will first be applied to any past due balances (program fees, membership dues, etc.). All refunds are issued to the original form of payment. Refunds are issued within two weeks of cancellation date. Not attending a program does not entitle you to a refund. When you enroll in a program, you are reserving space, time, and staffing whether or not your child attends the program.\
20. **Y Guides Cancellations** - In order to cancel a Y Guides program or event, the YMCA must receive a written notice two weeks prior to the start of the program. All cancellations and requests for refunds should be sent in writing by e-mail to customer.service@ymcatriangle.org. In order for a cancellation to be processed and approved, written notice must be received two weeks prior to program start. Refunds cannot be provided for Winter Inning.
21. **Y Guides Refunds** - Cancellations received up to five business days prior to the event will receive a full refund minus a \$25 processing fee. Cancellations

received the Monday-Thursday of the event week will result in a refund of HALF the event fee. Refunds cannot be provided for Winter Inning, for cancellation the Friday of the event week, the weekend of the event, or after the event has passed.

## MEDICAL TREATMENT POLICIES

22. **Accident Insurance** - Participants are responsible for their own accident insurance when using the YMCA and when participating in YMCA programs off-site.
23. **Medication** - The YMCA does not normally administer any medication and will do so only when directed in writing by the child's parent or guardian. Medications must be in original containers with written instructions for dispensing. Generally, children are prohibited from having medication with them, unless the medication is dispensed on their person (such as an insulin pump) or a doctor has specifically indicated in writing that the child may self-administer and safety precautions are met for the safe handling of the medication. If a doctor has given this written permission, a copy must be provided to the YMCA. A parent or guardian must give the medication to program staff. Medication will not be transported when children travel between their school site and the YMCA program. Notice: For those children who may require injections, medications that require insertion into a body cavity, and/or have other special medical needs, the YMCA will consider all requests for reasonable modifications to its program, including meeting with parent(s) or guardian(s) of such children to discuss such modifications, and strive to develop a mutually acceptable plan designed to address the medical circumstances of each child, provided that the requested accommodation does not amount to a fundamental alteration to its program.
24. **Pathogen Exposure** - I understand that, while I/ my child is in the care of the YMCA, if a participant is exposed to a body fluid on broken skin or mucous membrane (e.g. splashing in mouth or eye) from another participant, the YMCA will contact both parties involved. They will explain what has occurred, and provide the name of the attending physician of the source participant to the exposed participant. If a staff member has a blood or body fluid exposure from a participant, the YMCA will provide the name and telephone number of the attending physician to the staff member.  
  
I have read and agree with the statement and specifically authorize the YMCA to release the name and telephone number of physician(s) and a description of the event to the participant/ parent or guardian of any participant who is exposed to blood or body fluid or to any staff member who experiences such an exposure from a participant.
25. **Routine Care** - I hereby give permission for a registered nurse or physician selected by the YMCA to perform routine tests and treatment for my health/ the health of the participant.
26. **Information Disclosure** - I agree to allow medical staff to speak with YMCA personnel regarding any medications I/ my child is taking as well as specific medical or psychological conditions that may impact my/ the participant's ability to participate in YMCA programs. I authorize the YMCA to release any health records related to me/ my child as may be necessary for treatment, referral, billing or insurance purposes.
27. **Health History** - I understand I am required to inform the YMCA if I have/ my child has been exposed to or has contracted any potentially serious communicable disease (such as chickenpox, hepatitis, meningitis, lice, etc.) or has experienced fever, vomiting or diarrhea prior to attending a program. When required, in accordance with the American Camping Association, I agree to have the participant(s) examined by a licensed physician within one year of arrival to an overnight camping program in addition to submitting a properly completed Health Examination Form, documenting required immunizations and proof of personal insurance. Falsification or lack of full disclosure of this information may result in a dismissal from the program.
28. **Medical Expenses** - I agree to pay for all medical expenses that may be necessary for the health and well-being of me/ my child. The YMCA does not file medical insurance claims. In certain circumstances, YMCA staff will pay for medical care needed. The YMCA will provide detailed receipts and medical information for you to file a claim with your health insurance company, and the YMCA will invoice you directly for these expenses. I understand that I am responsible to pay the YMCA for these medical expenses within 30 days of receiving an invoice.
29. **Emergency** - In the event of an emergency in which the parent/guardian or listed emergency contacts cannot be reached, the YMCA will contact emergency medical personnel and, pending their arrival, take those actions that are in YMCA judgement to be in the best interests of the participant.

# BEHAVIOR EXPECTATIONS AND DISCIPLINE POLICIES

At the YMCA of the Triangle, our behavior expectations and discipline procedures are based on our core values of caring, honesty, respect, responsibility and faith. We believe in creating a safe, secure and fun environment where all participants have the opportunity to learn the importance of demonstrating good character. We believe that in order to do this, all participants need to know and understand the rules and expectations for appropriate behavior. We also believe that when participants do not follow the rules or when they demonstrate inappropriate behavior, we have an opportunity to help them learn from their mistakes.

The YMCA promotes behavior guidance and discipline through creating a positive environment, developing structure and clear limits, promoting social and emotional learning, reinforcing our core values and addressing challenging behaviors.

The YMCA of the Triangle uses six simple rules to communicate behavior expectations to all participants in our programs. The purpose of these rules is to ensure the safety of our participants and staff and to create a positive environment for all. These rules are:

1. Listen and follow directions.
2. Do what's right.
3. Keep your hands, feet and body to yourself.
4. Try everything and do your best.
5. Be an upstander. If you see something, say something.
6. Be safe and have fun!

All participants are expected to follow the rules established by the YMCA for the safety of all other participants in the program. Your cooperation and support help ensure that everyone has a safe and fun experience.

The YMCA uses positive discipline which means staff members promote desired behaviors through teaching and reinforcement. Staff will redirect or problem solve with participants when they are not displaying desired behaviors, rather than restrict behaviors by taking away opportunities or controlling participants with fear of punishment. We believe this approach focuses on the needs of the participants and contributes positively to their overall development. Staff shall use positive discipline, which shall include the following:

1. Communicate to youth using positive statements.
2. Encourage youth, with adult support, to use their own words and solutions in order to resolve interpersonal conflicts.
3. Communicate with youth by getting on their level and talking to them in a calm, quiet manner about the expected behavior.

Please initial, indicating you have read and understand the above: \_\_\_\_\_  
Parent/Guardian Date

## WAIVER SIGNATURE AND AGREEMENTS

I have read, understand and agree with all of the policies as stated in this document and I have discussed the expectations of behavior with my child/ ward. I understand that the YMCA has the authority to revoke my/my child's right to participate in YMCA programs for behavior which is not in keeping with the mission of the YMCA or for failing to follow the policies/procedures of the YMCA. My signature below indicates that I agree to adhere to all policies, procedures and the mission of the YMCA.

\_\_\_\_\_  
Parent/Guardian Date

I do not agree with all of the policies in this document. Customer Service needs to call me at: \_\_\_\_\_

The parent/ guardian signing above represents by executing this document that he or she has the full authority to give permission for the minor child to participate in this program and intends unconditionally for the YMCA of the Triangle to rely upon this representation for all purposes related to the program.

Please contact the YMCA if you have questions or concerns about any of the policies defined under Permissions and Policies.

There are times when restrictions may be necessary, and will most likely be directly linked to the health, safety or well-being of you/ your child or others. The YMCA staff does not use corporal punishment under any circumstance. In the event of a participant harming themselves, another participant, or an adult, staff may physically restrain the participant to ensure safety.

The YMCA does not allow the following behaviors including but not limited to:

1. Any action that could threaten the physical or emotional safety of the youth, other youth or staff. Prohibited conduct may include, but is not limited to: abusive jokes, insults, slurs, threats, name calling or intimidation.
2. Destructive behavior.
3. Behavior that is a violation of personal boundaries or is of a habitual nature and negatively impacts the program, and/or safety and enjoyment of others.
4. Behavior that is of a sexual nature.

Additionally, all participants agree to the behaviors and expectations outlined in the YMCA Code of Conduct. Some behaviors could result in immediate suspension or dismissal.

## YMCA Discipline Procedures

YMCA Discipline - If a participant is unable to meet established behavior expectations, YMCA staff will follow these disciplinary procedures below given that the nature of the behaviors do not require immediate suspension or dismissal. The YMCA staff desire to partner with individual participants and families of the youth in our care. If at any time you have concerns about your child's behavior or success in our program, please do not hesitate to reach out to your Program Director to set up a conference.

1. Conversation between staff and participants to discuss behavior and reset expectations
2. Staff will first use positive reinforcement and redirection to redirect a participant's behavior. If this is ineffective, staff may use a temporary suspension/ timeout as an opportunity for the participant to take a break from the behavior before rejoining the activity.
3. Staff will communicate with the participant directly or with a parent/ guardian if/when youth is not following established YMCA rules. This communication may be at Rides Out, over the phone or via a conference.
4. If positive discipline and redirection are ineffective in changing participant behavior, the Program Director may suspend the participant. Length of suspension will be determined based on each individual situation. Factors such as type/severity of behavior, behavior history, age of participant, etc. will be considered when determining the length of suspension.
5. If the participant continues to have challenges after a suspension, the Program Director may set up a conference to develop a behavior plan for the participant.
6. If suspensions nor a behavior plan are effective in changing the participant's behavior, the participant may be dismissed from the program. Dismissal from the program for disciplinary reasons could result in permanent removal from all YMCA programs and facilities.



**INDEMNITY WAIVER  
RELEASE, INDEMNIFICATION OF ALL CLAIMS & COVENANT NOT TO SUE FOR GUESTS, GUARDIANS OR MINORS**

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND THOSE OF MINORS. IT IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU RELEASE YMCA OF THE TRIANGLE AND RELATED PERSONS/ENTITIES FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS.

Assumption of Risk I, in my personal capacity, or in my legal capacity as the parent/guardian of the minor named below ("Minor"), acknowledge and agree that any use of YMCA of the Triangle facilities, services, equipment, and premises ("Facilities") and any participation in YMCA of the Triangle programs and activities ("Programs") comes with inherent risks. These include, but are not limited to: (1) personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. I, voluntarily, for myself and/or Minor, accept and assume full responsibility for these risks. I also, voluntarily, for myself and/or Minor, accept and assume full responsibility for all other risks of Facilities use and Programs participation. For myself and/or Minor, I agree that I know the nature and extent of all such risks. For myself and/or Minor, I am not relying on all such risks being described in this document. Nor am I relying on any YMCA of the Triangle employee, or any other person, communicating them to me.

I understand that Facilities use and Program participation is voluntary. They can be discontinued at any time. I understand that any activities related to, arising out of, or in connection with, Facilities use and Program participation involve some element of risk. I agree, in my own personal capacity, and in my legal capacity as the parent/Guardian of Minor, that in partial consideration of the YMCA of the Triangle's making these facilities and programs available, I will not try to hold the YMCA of the Triangle, it's officers, directors, agents, employees, volunteers, insurers, and representatives ("Releasees") liable in damages. This includes damages for any injury or loss to person or property that Minor or I sustain in connection with, arising out of, or related to, the Facilities or Program. I understand that I am hereby releasing the YMCA of the Triangle, it's officers, directors, agents, employees, volunteers, insurers, and representatives (Releasees) from any liability for any injury to myself and/or Minor arising in connection with, related to, or arising out of, the Facilities or Programs. I, on my own behalf, and that of Minor, give up any right to take any legal or quasi-legal action against Releasees for any injury.

Waiver, Release, Indemnification & Covenant Not to Sue In consideration of my own, and/or Minor's Facilities use and/or Program participation, I, in my personal capacity, or legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that Releasees will not be liable for any personal injury, property damage, disability, death, sickness, or disease incurred by myself, my family members, dependents, or guests, including Minor, however occurring. This includes, but is not limited to, any personal injury, property damage, disability, death, sickness, or disease arising out of, or in connection with, the negligence of Releasees. I understand that Minor and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness, or death sustained from my own or Minor's Facilities use, Program participation, or both.

I specifically agree, on my own behalf, and in my legal capacity as parent/guardian of Minor, to waive any liability arising out of any actual, alleged, or threatened infectious, pathogenic, toxic, or other harmful properties of any "organic pathogen". This includes, but is not limited to bacteria, viruses, or other pathogens, whether or not a microorganism. This waiver applies no matter if such "organic pathogen" results from a local, state-wide, national, or global outbreak, epidemic, pandemic, or unknown cause.

I further agree, on my own behalf, and in my legal capacity as the parent/guardian of Minor, on behalf of Minor, myself, and all legal successors and proxies, to release and HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE Releasees from any causes of action, claims, suits, liabilities, or demands of any nature. These include, but are in no way limited to, claims of negligence, which Minor, myself, and all legal successors and proxies may have, now or in the future, against Releasees because of personal injury, property damage, disability, death, sickness, disease, or accident of any kind, arising out of, connected with, or in any way related to Facilities use or Programs participation. This release on behalf of minor and me applies however the injury or damage occurs, including, but not limited to, the negligence of Releasees. It will apply whether participation is supervised or unsupervised.

In further consideration of the use of Facilities and participation in Programs, I, on my own behalf, and, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor to INDEMNIFY AND HOLD HARMLESS Releasees from all causes of action, claims, demands, losses, suits, liabilities, or costs of any nature at all. These include, but are not limited to, claims of negligence, arising out of or in any way related to the Minor's Facilities use, Program participation, or both.

I further agree, on behalf of myself, and in my legal capacity as parent/guardian of Minor, and all legal successors and proxies, to release and HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE Releasees from any causes of action, claims, suits, liabilities, or demands of any nature. These include, but are not limited to claims of negligence, which I, Minor, and all legal successors and proxies may have, now or in the future, against Releasees because of personal injury, property damage, disability, death, sickness, diseases, or accident of any kind, arising out of or in any way related Facilities use or Programs participation. I agree that this release, waiver, and covenant not to sue applies however the injury or damage occurs. It includes, but is not limited to the negligence of Releasees. I further agree that it applies whether participation is supervised or unsupervised.

Child's Name \_\_\_\_\_ Birth date \_\_\_\_/\_\_\_\_/\_\_\_\_

Parent/Guardian \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_