



YMCA of Collier County

Member Agreement and Liability

1. Joining Fee

- The Joining Fee is a one-time charge that applies if the membership does not lapse for a period exceeding ninety (90) days. Should the membership lapse for more than ninety (90) days, the Joining Fee will be required for renewal.
- Membership upgrades will incur a fee equal to the difference between the original Joining Fee paid and the new fee, valid for one (1) calendar year.
- The Joining Fee will be waived for current members of another YMCA (pending verification) or for those who have been members within the last ninety (90) days.
- If a day pass is purchased and membership is initiated on the same day, the cost of the day pass will be credited toward the membership fee.

2. Year-Round Monthly Draft

- Automatic payments will be processed from your credit/debit card or EFT on the 1st day of each month.
- A minimum commitment of nine (9) continuous calendar months of scheduled recurring payments is required. Payment for the year in advance will waive the Joining Fee.
- Payments will continue to be drafted monthly until a cancellation form is submitted. Please refer to the cancellation policy outlined below.
- A nine (9) month minimum commitment applies to all Year-Round Annual membership types. Monthly/Seasonal memberships must be paid in full at the time of purchase.
- An additional charge of thirty dollars (\$30) will apply for one additional adult (age 26 and over) added to the account.

3. Cancellation/Hold Policy

- A minimum of thirty (30) days' written notice is required to cancel your membership. Cancellations or holds can be initiated after fulfilling the nine (9) month commitment.
- Cancellations will take effect on the last day of the month in which the cancellation notice is received.
- Requests to place a membership on hold must be submitted in writing. Memberships can be temporarily suspended for a minimum of one (1) month and a maximum of three (3) months within a one-year period.
- If membership is canceled during a hold, the cancellation date will revert to the first date of the hold. Holds will automatically expire at the end of the specified period.
- Cancellations and holds cannot be processed verbally or over the phone.

4. Membership Terms

- Memberships are non-refundable and non-transferable.
- Year-round (Annual) memberships must be renewed within ninety (90) days of expiration or deactivation to avoid incurring a Joining Fee.
- Joining Fees are non-refundable. If a membership has lapsed for over ninety (90) days, the full Joining Fee is required upon return.
- Nine (9) consecutive monthly payments are required to qualify for membership changes. Annual memberships allow for one (1) three-month hold per year, following nine (9) consecutive monthly payments.
- Members wishing to cancel during a hold period must contact the YMCA at least fifteen (15) days prior to the reinstated draft date. Cancellations must be submitted in writing, either electronically via the Daxko member portal, through the status form request on our website (<https://ymcacollier.org/policies.html>), or in person using the Membership Change Form at any YMCA of Collier County campus at least thirty-one (31) days prior to the next draft date.

5. Fitness Center Policies

- **General Conduct:** Adhere to the Golden Rule: Treat others as you wish to be treated.
- **Free Weights:** Re-rack weights, dumbbells, and bars to their designated storage areas. Do not drop or slam heavy weights.
- **Cardio Equipment:** Observe a 45-minute limit on cardio machines when others are waiting.
- **Equipment Sanitization:** Wipe down all equipment, weights, mats, etc., with provided cleaning materials immediately before and after use.
- **Cell Phone Use:** Use headphones for personal music. If taking a call, please step outside the fitness center until the call concludes.
- **Attire Requirements:** Appropriate workout attire is required. Swimsuits and clothing deemed inappropriate for a family environment are prohibited.
- **Footwear:** Proper athletic footwear is mandatory. No flip-flops, socks, bare feet, open-toed, or open-backed shoes are permitted.
- **Age Guidelines:** Individuals ages 13 and older may use the facilities unsupervised. Children under 13 must be accompanied by a parent/guardian in designated areas.
- Do not use weight machines as rest areas between sets.
- Report damaged equipment to a fitness attendant or Member Services Staff.
- Do not use equipment if you are unfamiliar with it. If you feel ill or experience any health concerns, please contact the front desk or dial 911.

6. Acknowledgment and Agreement

- By signing this document, I acknowledge and agree to the following:
 1. Memberships are non-transferable and non-refundable.
 2. Year-Round Annual Memberships require a minimum of nine (9) consecutive months of payment from activation.
 3. Written notice for cancellation/hold is required; thirty (30) days' notice prior to the next draft date is necessary for cancellation requests.
 4. Presentation of the membership card at the courtesy counter or checking in with the card is mandatory.
 5. Membership dues, program fees, and joining fees are subject to change.
 6. An additional charge of thirty-five dollars (\$35) will apply if my monthly payment is not processed or accepted by my financial institution.

7. Liability Waiver

- I hereby release, waive, discharge, and covenant not to sue the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to me, my personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claims or demands therefor on account of injury to my person or property or resulting in my death, whether caused by negligence or otherwise while I am in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with the YMCA, regardless of location.
- I agree to indemnify and hold harmless the releasees from any loss, liability, damage, or cost they may incur due to my presence or the presence of listed minor children in, upon, or about the YMCA premises or while observing or using any facilities or equipment of the YMCA or participating in any program affiliated with the YMCA, whether caused by negligence or otherwise.
- I assume full responsibility for and risk of bodily injury, death, or property damage due to the negligence of releasees or otherwise while in, about, or upon the premises of the YMCA and/or while using any facilities or equipment thereon or participating in any program affiliated with the YMCA.
- This release, waiver of liability, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the State of Florida. If any portion is held invalid, the remaining provisions shall continue in full legal force and effect.

8. Signature and Agreement

I have read and voluntarily sign this release and waiver of liability and indemnity agreement, and I agree that no oral representations, statements, or inducements apart from this written agreement have been made.