



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Guest Handbook

YMCA of Honolulu – Central Branch

YMCA OF HONOLULU MISSION STATEMENT

The YMCA of Honolulu is a fellowship dedicated to putting Christian principles into practice through programs that build a healthy spirit, mind and body for all.

Central YMCA

401 Atkinson Drive
Honolulu, Hawaii 96814
Telephone: 808-941-3344
www.ymcahonolulu.org

Aloha,

On behalf of YMCA staff, members, and volunteers welcome to the Central YMCA! We hope your stay is both enjoyable and memorable.

We recognize that relocating to new surroundings takes a period of adjustment. To assist you, we have constructed this handbook to help you understand who we are, our policies, rules and regulations and the services available to you as a guest. **We encourage you to read this handbook thoroughly and to keep it for future reference.**

YMCA staff, volunteers and members consider ourselves to be an "**Ohana**" (family). Together, we will continue our work to create an environment that makes the Central YMCA a unique, safe and enjoyable place to be. Our staff, members and guests consist of people from Hawaii, the U.S. mainland and around the world. We are proud of our cultural diversity, which provides an opportunity to develop global friendships.

As in any family, certain responsibilities and decorum are expected of its members. **In becoming a guest, you are expected to take personal responsibility to follow Central YMCA guidelines and policies. Failure to do so may result in the immediate termination of your stay at the Central YMCA and the removal of you and your personal belongings from the property.**

As you continue to read this handbook, highlight any area that you are unsure of and please feel free to contact YMCA staff for clarification. You are expected to know, understand and abide by these policies, rules and regulations. Again, enjoy your stay at the Central YMCA.

Sincerely,
Central YMCA Staff

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Section I: Resident Information & Services

Check-In

- All registered minors must be accompanied by an individual who is 18 years of age or older at all time.
- Reservations can be made in advance (online and/or in person); but acceptance into the YMCA Residence Program will not be confirmed until the applicant has provided the following:
 - All registered guests who are 18 years or older will be asked to provide and submit to the following:
 - State I.D., Driver's License, or Passport
 - Consent to National Sex Offender and the Hawaii State Sex Offender Registry check, and a Criminal Background Check for violent crimes, which is required for all applicants. Once accepted as a resident; required National Sex Offender Registry annually.
 - Applicants and current residents will be denied accommodations in the YMCA's Residence program for the following reasons:
 - The person refuses to consent to the background checks;
 - The person makes a false statement in connection with conducting the background checks;
 - The person is registered, or is required to be registered, on any sex offender registry or has committed a violent crime
- Check-in can be refused if the guest has been asked to leave or trespassed from any YMCA properties in the past; or displays unacceptable and/or inappropriate behavior including not consenting to and adhering to the conditions of the YMCA Code of Conduct that is available on the YMCA of Honolulu website at ymcahonolulu.org; or seems to be unsuited to stay in a community environment.
- Check-in after 3pm. Room fees must be paid in full and in advance.

Check-Out

- It is the sole responsibility of the registered guest to directly inform the Welcome Center of a check out from their room. Failure to notify the Welcome Center (in a reasonable amount of time); will result in additional room charges in the name of the registered guest. Additional room charges will continue, until the Welcome Center receives the room key from the registered guest.
- Check-out time is daily on or before 10:00 AM.
- Failure to check out by 10:00 AM will hold you accountable to pay **another day's room fee**.
- Failure to pay the room fee by 10:00 AM may result in you being removed from the premises and/or your room door being key-blocked. To remove the key-block, the balance owed to the YMCA needs to be paid in full. The balance owed will consist of the room fee plus a \$7 late fee if the payment is received after 10am on the day of rental.
- Room key must be returned to the Welcome Center; failure to do so, will result in a \$50.00 charge to cover the replacement of the room key.
- Early check-out see cancellations and refunds (page 7)

Cleaning/Maintenance

- Housekeeping staff provides basic cleaning of the rooms to include fresh towels and linen. Room service is from 8:30 AM to 1:30 PM –please see the cleaning schedule below.
- Please call the Welcome Center if there are any problems in the room.

Room cleaning schedule

- Monday: 5th & 4th floors - all rooms cleaned, sheets & towels changed
- Tuesday: 3rd & 2nd floors - all rooms cleaned, sheets & towels changed
- Towels will be changed at the Welcome Center daily except the cleaning days
- **Refusal for service will terminate your stay**

Bathroom cleaning schedule:

- Community restrooms and showers are cleaned on a daily basis.

Pest control maintenance:

- The YMCA practices preventive maintenance/pest control treatments for extended residential agreements as necessary. The treatment will involve the use of professional pest control agents (non-toxic chemically active ingredients).

How to prepare for treatment:

- Guest is required to clear their room of clutter allowing access to every wall in the room.
- If wall is blocked with furniture or boxes, resident must move items a minimum of 2 ft. away from wall.
- Guest must remove food and/or drink items from room. An alternative option is to store them in sealed plastic containers.
- Plan to be out of your room for 4 hours.

Room Inspections:

The YMCA conducts random room inspections to help ensure that all rooms meet health and safety regulations. This allows the YMCA to take proactive measures to prevent clutter, pest infestations, monitor prohibited actions/items, and monitor the condition of furnishings. For more information, please see the attached sheet or refer to your guest handbook (*Room Entry on page 10 and Prohibited actions and items on page 11*).

To ensure the safety of your items, inspections will be conducted by the management. At the conclusion of the inspection any guest(s) who is not in compliance with YMCA standards will be notified in writing to make the necessary arrangements to rectify the existing infraction. Any residential room(s) or guest(s) not in compliance with YMCA residential guidelines or those who prevent the YMCA from attaining these standards may be asked to make necessary arrangements to be in compliance and/or may have their stay immediately terminated.

At the discretion of YMCA staff, guest may be given time to make necessary changes to be compliant. Failure to do so may result in termination of stay.

Future Reservations

Future reservations can be made if accompanied by a full payment of your stay. Placing a reservation payment for in-house guest is optional. However, rooms without future reservation payment may be reserved for other guest(s), resulting in no availability of room for the existing guest. Room will be guaranteed for the dates paid. Rates are subject to change.

Reservation Cancellations/No Show Refunds

Refunds for cancellation will be made if the reservation is canceled at least 3 days prior to the arrival date. If the reservation is canceled 3 days or less, guest will be charged 50% of the reservation total. If the reservation is cancelled less than 24 hours before arrival or guest is a no-show, guest must pay 100% of their reservation total.

Additional Fees

Late payment fee (added to room fee if paid after 10am)	\$7.00/day
Lost Key(s):	\$5.00/key
Laundry Late fee:	\$5.00
Parking (limited availability and hours):	\$10.00/Day \$35/week

Payments & Late Payment

- Residents room payments must be paid in full and in advance, there is NO prorate.
- We accept cash, U.S. traveler checks, MasterCard, Visa, JCB, American Express or Discover.
- Checks are not accepted.
- YMCA staff reserves the right to key-block your room or remove you from the room if payments are not made on time.
- Late payment:
If the guest is late due to non-payment; the daily rate plus the late fee will be charged for each late day. This includes for the weekly paying guest(s). A one night room fee plus \$7 late fee will also be assessed if the payment is received after 10am on the day the room fee is due.

Early Check Outs & Refund:

- If guest checks out early, no refunds will be issued except at the discretion of YMCA Management.
- All refunds will be returned within 2 weeks using the following:
 - All cash payments will be refunded by check and will be mailed to the address provided at check-in.
 - All credit card payments will be credited back to the credit card used for the original transaction.
 - **NO CASH REFUNDS.**

Furniture

- NO outside furniture is allowed.
- Guests are not permitted to keep in their possession or remove YMCA furniture designated for public areas. Any guest in possession of common area furniture without authorization may be asked to leave.
- You will be charged for any damaged items in your room, which include but not limited to:
 - Linen, mattress, box spring and bed frame (soiled, burned, ripped, stained, etc.)
 - Door, desk and chairs
 - Smoke detectors
 - Curtains and vertical blinds
 - Lighting (wall sconces and floor lamps)

Visitors

- A visitor is defined as any person other than the registered guest.
- YMCA registered guests are not allowed to have visitors in their room. Visitors are only allowed in the Resident Lounge or the Welcome Center. Violation of this policy may result in termination of your stay immediately.

Keys

- The possession of keys by anyone other than the person they were issued to is not allowed.
- The door locks when you close the door, so please keep the key with you at all time.
- In order to maintain security to the building and guests, a guest who loses a room key must report it to YMCA staff immediately. Guests reporting a lost or damaged key must pay \$5.00 to replace the lock and key within 24 hours or it may result in immediate termination of stay.
- If you locked yourself out of your room, you must wait until Housekeeper/Welcome Center clerk is available to open the door for you. If we need to open your room door more than thrice, you must pay for another key (\$50)
- If you lose more than 2 keys, this may result in immediate termination of your stay.
- You do have an option of leaving your room key at the Welcome Center before leaving the premises.
- Key must be returned at the time of check out or will be charged \$50 to replace the lock and key

Laundry

- Guest washers and dryers are located next to room 507 on the 5th floor.
- Please see the rules inside the Laundry room
- Access to the laundry room will be on a first come-first serve basis. The hours are 8:00am 10:00pm. Last wash is at 7:00pm. If the wash/dry is not done by 10:00pm, you will need to wait until the next morning to retrieve your clothes when it opens at 8:00am
- The YMCA provides a push button detergent dispenser system at no additional cost
- Central YMCA is not responsible for any loss or damages
- Unattended laundry may be placed on the table so next person can use the machine. Never place on floor or stop mid-cycle
- Do not tamper with equipment including the key to the laundry room
- Do not wash clothes in bathroom sinks nor shower

Change

- The Welcome Center will make change up to \$5.00

Mail

- Mail Service is provided Monday through Saturday, except holidays.
- Mail will be placed in your mailbox.
- Due to federal regulations no guest is allowed to sort through the mail for specific items.
- Guests are responsible for checking their mailboxes daily.
- YMCA information may be placed in your mailbox periodically.
- Guests are responsible for any changes in policies and procedures communicated through the guest mail.
- For your convenience, the Welcome Center has a drop box for outgoing mail.
- After a guest has checked out, all mail will be returned to sender. The YMCA cannot have mail forwarded to a new address.

Parking

- Fee based parking is subject to availability.
- All *non-parking fee paying* guests found parked on the YMCA property are subject to towing.
- All guests are limited to one paid parking pass for one car if parking is available.
- Cars parked in reserved guest parking stalls must have parking pass visible on vehicles dashboard.
- Violation of the parking policy may result in a loss of parking privileges, being towed at owner's expense and/or the guest may be asked to leave.

Room Assignments and Changes

- Guests are informed of their room assignment upon check-in.
- Central YMCA reserves the right to assign and reassign rooms with or without advance notice.
- Guests may not make room changes unless authorized by the Welcome Center staff.
- All room changes MUST be done in the morning (8am to 12noon).
- Rooms are categorized as follows:

2nd Floor: MEN Only
3rd Floor: MEN Only
4th Floor: WOMEN Only
5th Floor and Penthouse: MEN or WOMEN

Facility Entrance

- All guests must present their key and ID to the Welcome Center staff prior to entering the residential facility.
- The building is secured at 10:00 PM nightly or sooner if the need arises.
- The YMCA staff has the right to refuse entry to any guest, or to remove any guest, who is violent, intoxicated or in any way threatens or harasses our staff, guests.

Service/Work Request Procedures

- Please report any damages or maintenance repair to YMCA staff. Please be specific in describing the problem and location.
- The YMCA reserves the right for its authorized representatives to enter guest rooms at any time in case of emergency or for routine preventive maintenance, inspection and/or repair.
- Do not attempt to make your own repairs.
- Violation of this policy may result in termination of your stay immediately.

Telephones

- Phone is not provided

Section II:

Common Area & Community Living Guidelines

Common areas are defined as those areas outside of a guest's room. The YMCA asks that each guest use common courtesy when utilizing these areas. **The YMCA core values of respect, responsibility, honesty and caring should dictate your actions.**

Attire

- **Proper attire** (Shirt, pants and footwear) is **required** in **all common** areas such but not limited to the residence hallways, lobby area, etc.

Quiet Hours

- Quiet hours are 10pm to 8am.
- Noise is confined to a guest's room and is not audible in adjacent areas or rooms.

General Security

- Guests should lock their doors and keep valuables out of sight at all times even when just leaving room for short periods of time such as going to the restroom.
- YMCA is NOT responsible for lost or stolen items.
- The door locks when you close the door, so please keep the key with you at all time.
- Never leave handbags, billfolds, jewelry, or other valuables unattended in rooms, showers, or lounges. Put them away in a safe place.
- Strangers loitering in or around residence halls should immediately be reported to YMCA staff.
- Do not prop open residence hall doors as it must remain closed at all times.
- Try not to leave valuable items in the room.
- Do not let strangers into the room or building.

Bicycles, Skates, Skateboards, Scooters, Mopeds, Surfboards, etc.

- At no time are bicycles, skates, skateboards, scooters (Razors, etc.), mopeds and other similar types (excluding wheelchairs and other special-need items) to be parked or ridden in the walkways, hallways, lounge, stairwells, or other pedestrian areas.
- Bicycles may be stored in the Bike Storage area in the Welcome Center.
- Mopeds or any motorized equipment containing fuel may not be stored in rooms.
- A bike rack is available for usage in the Courtyard.
- Do not lock or park your bike on any YMCA property, except the bike rack, including all landscaping, trees and bushes.

Room Entry

The Central YMCA appreciates guests' desire for privacy and will do all it can to protect and guarantee their privacy. However, the YMCA reserves the right to enter a guest's room at any time for the following purposes:

- To determine compliance with all relevant health and safety regulations.
- To provide cleaning, repairs/maintenance and/or pest control treatment, etc.
- To conduct an inventory of YMCA property.
- There is an indication of imminent danger to life, health, and/or property.
- There is a reasonable cause to believe that a violation of YMCA regulations is occurring.

Revised 9.30.2024

Prohibited Actions/Items

All guests and visitors are expected to consent to and adhere to the conditions of the YMCA Code of Conduct that is available on the YMCA of Honolulu website at ymcahonolulu.org. In addition, the following actions/ items are not permitted for health and safety reasons. Violations may result in the immediate termination of stay:

- **No smoking/chewing tobacco on YMCA property (includes e-cigarettes/vapor cigarettes).** Property area includes the front stairway area, parking lots, and the side of the building. (Do not bring your half smoked cigarette back into your room)
- Antennas extending outside the building.
- Washers, dryers, water beds, air conditioners, ceiling fans (that are not installed by the YMCA), lofts or any other structures.
- Dangerous chemicals, gas, flammable liquid, automobile batteries.
- Barbecue grills
- Weapons / firearms: guns, paintball, spear, bb, pellet and/or air, ammunition, slingshots, arrows, axes, machetes, nun-chuks, throwing stars, knives, etc.
- Pets (animals of any kind: birds, cats, dogs, fish, etc.).
- Candles, incense, oil lamps, open flame devices, fire crackers, fireworks, explosives, open flame or electrical cooking burners.
- Illegal drugs
- Homemade or modified electrical wiring.
- Overloading the electrical outlets.
- Smoke Detectors and fixtures must not be altered or interfered with in any way.
- Banners/Posters on windows which can be seen from exterior.
- Substances with offensive odors.
- Pornographic materials.
- Non-YMCA issued locks for your door.
- Alcohol (open or closed container).
- Cooking/heating of all types of foods.
- Drying/hanging of clothes in room. Washing clothes in bathroom sink/shower.
- Altering of the room structure in any and all forms. Nails or tacks will not be driven into the woodwork or walls.
- Unclean/unsanitary condition of a person(Hygiene) and/or room and all common areas.
- Room doors must remain closed at all times, even if the guest is in the room.

Central YMCA is a community of people from diverse racial, ethnic, social backgrounds, national origins, religious and political beliefs, physical abilities, and sexual orientations. The YMCA is committed to celebrating the rich diversity of people at the YMCA. All of our activities, programs, and interactions are enriched by our acceptance of one another and the knowledge we gain when we learn from each other in an atmosphere of positive engagement and mutual respect. We strongly believe that one's actions demonstrate one's commitment to respecting differences. Accordingly, we are fully responsible for our behavior and accountable for our actions. It is important that we each take responsibility for our awareness of racism, sexism, homophobia, and other forms of oppression. We are guided by the principle that understanding and celebrating diversity enriches and empowers the lives of all people.

Everyone who chooses to stay in or visits the YMCA must understand that we will not tolerate any form of bigotry, threats, intimidation, violence, or other forms of harassment against any member of our community. In the same manner, we will not accept ignorance, humor, anger, alcohol or substance abuse as an excuse, reason, or rationale for such behavior. The disciplinary action that will follow such behavior may include, but is not limited to, immediate removal from the YMCA and/or legal prosecution. It is the YMCA's vision that individuals accept ownership of and take responsibility for resolving conflicts and problems in the community.

Revised 9.30.2024

IMPORTANT RULES AND REGULATIONS

Felonies/Convictions

The YMCA reserves the right to deny access or membership to any person who has been accused or convicted of any crime involving sexual abuse, is or has been a registered sex offender, has ever been convicted of any offense relating to the use, sale, possession, or transportation of narcotics or habit forming and/or dangerous drugs, or is presently or habitually under the influence of dangerous drugs or chemicals, narcotics, or intoxicating beverages.

Alcohol & Drug Policy

Any evidence of alcohol or illicit substance possession, use or consumption on the premises is a violation of this policy and will result in disciplinary action. Furthermore, the possession, selling, sharing and/or illicit use of prescription drugs are not allowed. All guests are expected to know and comply with all applicable state laws and guidelines.

Tobacco Policy

The Central YMCA, along with any other YMCA of Honolulu facility, is smoke-free and promotes healthy living for all guests. Tobacco use may include but is not limited to the form of cigarettes, cigars and chewing tobacco, e-cigarettes, vapor cigarettes. The use of these items is limited to designated smoking areas. If you violate this policy, you will be asked to check out immediately.

Behavioral Misconduct Policy

Behavior that is threatening, harmful or dangerous to self and others is prohibited. Conduct that is lewd, indecent, or obscene is also prohibited. Hazing will not be tolerated. Unacceptable behavior also includes disrespecting property of others. Harassment in any form is prohibited. Harassment includes, but is not limited to, that which intimidates or ridicules an individual or group; behavior which degrades an individual or group because of race, sex, age, religion, color, national origin, ancestry, disability, marital status, arrest and court record, sexual orientation, and veteran status.

Guests & Visitation Policy

A visitor is defined as any person other than the registered ~~guest~~. Visitors are not allowed in guest room. Visitors are only allowed in the Resident Lounge or the Welcome Center. Violation of this policy may result in termination of your stay immediately.

Abandoned Property

Any and all unclaimed items left behind by anyone will be considered abandoned and will be disposed of immediately.

Mahalo for staying at the Central YMCA.

[GUEST COPY] YMCA OF HONOLULU

WAIVER, RELEASE OF LIABILITY, and INDEMNIFICATION AGREEMENT

In consideration of participating in YMCA Programs, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of Honolulu (hereinafter referred to as YMCA) and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I understand and acknowledge on behalf of myself and/or any minor children for whom I am responsible that certain risks are typically involved with YMCA programs, including but not limited to Inherent Risks (refer to Attachment I); that I and/or my minor child may suffer accidents, injuries, or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made. I also realize that participation in a YMCA Program (collectively, "Programs") can result in personal injury, accidents, and/or illness, including but not limited to dehydration, disease, cuts, bruises, sprains, fractures, head injuries, paralysis, disability, dismemberment, serious physical or emotional injury and/or death, as well as damage to or loss of personal property. I acknowledge on behalf of myself and/or my minor child that I have been fully advised of the dangers inherent in participating in the above-mentioned Programs.

2. In consideration of being able to participate in the Programs, I, for myself and any minor children for whom I am responsible, confirm that I and/or minor child are physically and mentally capable of participating in full in the Programs. I and/or my minor child participate willingly and voluntarily in the Programs and voluntarily assume all risks and full responsibility for personal injury, accidents, or illness, including death, as well as damage or loss of personal property. I am aware that there is a risk of negligence by the Young Men's Christian Association of Honolulu and/or its officers, directors, agents, employees, agents, volunteers, or assigns (collectively, the "Released Parties"), including the failure by the Released Parties to safeguard or protect me/us from the risks, dangers, and hazards of the Programs. I, on behalf of myself and/or my minor child, freely accept and fully assume all risks, dangers, and hazards associated with voluntarily participating in the Programs and the possibility of loss, personal injury, or death resulting therefrom.

3. In consideration of participating in the Programs, I, on behalf of myself and/or my minor child, hereby agree as follows:

- a) To waive any and all claims, liabilities, actions, damages, penalties, suits, costs, or expenses of any nature whatsoever, in law or equity (collectively, "Claims"), that I and/or my minor child have or may in the future have against the Released Parties, and to release and forever discharge the Released Parties from any and all Claims, even those arising out of their omissions or negligence, that I and/or my minor child may suffer or that my next-of-kin may suffer as a result of my participation in any of the Programs, to the extent provided by law.
- b) To hold harmless and indemnify the Released Parties from any and all Claims relating in any way to the Programs, including any property damage or personal injury to any third party resulting from my participation in the Programs.
- c) By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

4. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I also agree that this Waiver and Release of Liability Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns, and representatives in the event of my death or incapacity. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Hawaii and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of Hawaii. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PARENT/GUARDIAN AUTHORIZATION SECTION -TRANSPORTATION/MEDICAL

5. In the event that I/my child need immediate medical attention for injuries or illness that may occur while participating in a YMCA program, I authorize the YMCA staff to give me or my child reasonable first aid and to arrange transport of myself or my child to a health care facility for emergency services as needed. I understand that I may be asked to quarantine myself or my family and may be asked to leave a program early if I display symptoms of illness such as COVID-19.

6. If applicable, I give permission for myself and/or my child to be transported by the YMCA as needed for field trips, inclement weather, or late pick-up. I also give my permission for myself/my child to participate in all walking Programs and field trips.

7. I hereby acknowledge that the YMCA will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at the YMCA that indicates otherwise.

8. I agree to the release of any records necessary for treatment, referral, billing, infectious disease tracking, or insurance purposes. The YMCA receives medical information on participants that may need to be shared with medical providers, insurance carriers, or other governmental agencies as required.

9. If my child or I require the use and administration of an epi-pen, prescription, or over-the-counter medication, it is my responsibility to ensure that the epi-pen and medication are on my child or me or within our personal belongings every day of the program. If YMCA staff is required to administer and use the epi-pen and/ or medication, I agree to forever release and discharge the YMCA and its directors, officers, and employees from all liability arising out of or resulting from use or administration of the epi-pen and/or medication.

10. I agree to take personal responsibility for myself and my family while participating in this program. Personal responsibility may include but not be limited to; following all infectious disease protocols as defined by WDH, HDH, and CDC, safety and security protocols, and all other protocols as trained or stated during participation.

11. I give my permission for the YMCA to administer sunscreen as needed and to change my child's diaper while my child is in their care if applicable.

12. I represent that I have adequate insurance to cover any injury, illness, or damage I or my child may suffer or cause while participating in any Programs, or else I agree to bear the costs of such injury, illness, or damage myself. I further represent that I/my child have no medical or physical conditions that could interfere with our safety in these Programs, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

INTERNATIONAL TRIPS AND PARTICIPATION

13. If applicable, I give permission for myself or my child to enter International locations as designated by participation in the program. I also understand that I/my child will need to bring our/their passport if the trip involves international travel. Nothing in this Acknowledgement and Assumption of Risks and Release and Indemnity Agreement shall be interpreted as the participant and parent releasing the YMCA and the Releases from liability for injuries, damage, death, or other loss to the participant or others and is caused by YMCA negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to the YMCA judgments and decisions, or YMCA failure to take reasonable precautions to ensure it provides defect-free equipment.

PHOTO / VIDEO / STORY RELEASE

14. I am 18 years of age or older and grant the YMCA, National Council of Young Men's Christian Associations of the United States of America, and its chartered YMCA member associations in the United States and collaborating third parties permission in perpetuity to use my, and those of my minor children and persons listed on this registration form; image, voice, and personal story in photographs, videos, social media, artwork, profiles and all forms of promotional materials and venues without limitation or obligation to provide compensation for the purposes of promotion or interpreting YMCA programs. I release YMCA, National Council of Young Men's Christian Associations of the United States of America, and its chartered YMCA member associations in the United States, and collaborating third parties from any and all claims, causes of action, and liability arising out of any use of my, and those of my minor children and persons listed on this registration form; images or likeness.

ACKNOWLEDGEMENT

I acknowledge and consent to all conditions of the YMCA Code of Conduct that is available on the YMCA of Honolulu website at ymcahonolulu.org. By signing this Agreement, I acknowledge and represent that I have had sufficient opportunity to read and understand this entire document, agree to be bound by its terms, and sign voluntarily. If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this Agreement, its significance, and the assumption of risk has been explained to and understood by the minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant.

PARTICIPANT LAST NAME		PARTICIPANT FIRST NAME	
EVENT NAME or DATES ATTENDING			
PRINT NAME OF PARENT/GUARDIAN:	SIGNATURE OF PARENT/GUARDIAN:		DATE SIGNED:

[YMCA COPY] YMCA OF HONOLULU

WAIVER, RELEASE OF LIABILITY, and INDEMNIFICATION AGREEMENT

In consideration of participating in YMCA Programs, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of Honolulu (hereinafter referred to as YMCA) and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I understand and acknowledge on behalf of myself and/or any minor children for whom I am responsible that certain risks are typically involved with YMCA programs, including but not limited to Inherent Risks (refer to Attachment I); that I and/or my minor child may suffer accidents, injuries, or illnesses in remote places where there are no available medical facilities; and that no warranty of any kind, express or implied, is being made. I also realize that participation in a YMCA Program (collectively, "Programs") can result in personal injury, accidents, and/or illness, including but not limited to dehydration, disease, cuts, bruises, sprains, fractures, head injuries, paralysis, disability, dismemberment, serious physical or emotional injury and/or death, as well as damage to or loss of personal property. I acknowledge on behalf of myself and/or my minor child that I have been fully advised of the dangers inherent in participating in the above-mentioned Programs.

2. In consideration of being able to participate in the Programs, I, for myself and any minor children for whom I am responsible, confirm that I and/or minor child are physically and mentally capable of participating in full in the Programs. I and/or my minor child participate willingly and voluntarily in the Programs and voluntarily assume all risks and full responsibility for personal injury, accidents, or illness, including death, as well as damage or loss of personal property. I am aware that there is a risk of negligence by the Young Men's Christian Association of Honolulu and/or its officers, directors, agents, employees, agents, volunteers, or assigns (collectively, the "Released Parties"), including the failure by the Released Parties to safeguard or protect me/us from the risks, dangers, and hazards of the Programs. I, on behalf of myself and/or my minor child, freely accept and fully assume all risks, dangers, and hazards associated with voluntarily participating in the Programs and the possibility of loss, personal injury, or death resulting therefrom.

3. In consideration of participating in the Programs, I, on behalf of myself and/or my minor child, hereby agree as follows:

- a) To waive any and all claims, liabilities, actions, damages, penalties, suits, costs, or expenses of any nature whatsoever, in law or equity (collectively, "Claims"), that I and/or my minor child have or may in the future have against the Released Parties, and to release and forever discharge the Released Parties from any and all Claims, even those arising out of their omissions or negligence, that I and/or my minor child may suffer or that my next-of-kin may suffer as a result of my participation in any of the Programs, to the extent provided by law.
- b) To hold harmless and indemnify the Released Parties from any and all Claims relating in any way to the Programs, including any property damage or personal injury to any third party resulting from my participation in the Programs.
- c) By participating in the YMCA Nationwide Membership Program, I agree to release the National Council of Young Men's Christian Associations of the United States of America, and its independent and autonomous member associations in the United States and Puerto Rico, from claims of negligence for bodily injury or death in connection with the use of YMCA facilities, and from any liability for other claims, including loss of property, to the fullest extent of the law.

4. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I also agree that this Waiver and Release of Liability Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns, and representatives in the event of my death or incapacity. This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Hawaii and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of Hawaii. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

PARENT/GUARDIAN AUTHORIZATION SECTION -TRANSPORTATION/MEDICAL

5. In the event that I/my child need immediate medical attention for injuries or illness that may occur while participating in a YMCA program, I authorize the YMCA staff to give me or my child reasonable first aid and to arrange transport of myself or my child to a health care facility for emergency services as needed. I understand that I may be asked to quarantine myself or my family and may be asked to leave a program early if I display symptoms of illness such as COVID-19.

6. If applicable, I give permission for myself and/or my child to be transported by the YMCA as needed for field trips, inclement weather, or late pick-up. I also give my permission for myself/my child to participate in all walking Programs and field trips.

7. I hereby acknowledge that the YMCA will assume that either parent of the child may pick up the child at any time during the program unless there is pertinent court documentation on file at the YMCA that indicates otherwise.

8. I agree to the release of any records necessary for treatment, referral, billing, infectious disease tracking, or insurance purposes. The YMCA receives medical information on participants that may need to be shared with medical providers, insurance carriers, or other governmental agencies as required.

9. If my child or I require the use and administration of an epi-pen, prescription, or over-the-counter medication, it is my responsibility to ensure that the epi-pen and medication are on my child or me or within our personal belongings every day of the program. If YMCA staff is required to administer and use the epi-pen and/ or medication, I agree to forever release and discharge the YMCA and its directors, officers, and employees from all liability arising out of or resulting from use or administration of the epi-pen and/or medication.

10. I agree to take personal responsibility for myself and my family while participating in this program. Personal responsibility may include but not be limited to; following all infectious disease protocols as defined by WDH, HDH, and CDC, safety and security protocols, and all other protocols as trained or stated during participation.

11. I give my permission for the YMCA to administer sunscreen as needed and to change my child's diaper while my child is in their care if applicable.

12. I represent that I have adequate insurance to cover any injury, illness, or damage I or my child may suffer or cause while participating in any Programs, or else I agree to bear the costs of such injury, illness, or damage myself. I further represent that I/my child have no medical or physical conditions that could interfere with our safety in these Programs, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

INTERNATIONAL TRIPS AND PARTICIPATION

13. If applicable, I give permission for myself or my child to enter International locations as designated by participation in the program. I also understand that I/my child will need to bring our/their passport if the trip involves international travel. Nothing in this Acknowledgement and Assumption of Risks and Release and Indemnity Agreement shall be interpreted as the participant and parent releasing the YMCA and the Releases from liability for injuries, damage, death, or other loss to the participant or others and is caused by YMCA negligence, gross negligence, recklessness, or intentional conduct, including but not limited to any negligence with respect to the YMCA judgments and decisions, or YMCA failure to take reasonable precautions to ensure it provides defect-free equipment.

PHOTO / VIDEO / STORY RELEASE

14. I am 18 years of age or older and grant the YMCA, National Council of Young Men's Christian Associations of the United States of America, and its chartered YMCA member associations in the United States and collaborating third parties permission in perpetuity to use my, and those of my minor children and persons listed on this registration form; image, voice, and personal story in photographs, videos, social media, artwork, profiles and all forms of promotional materials and venues without limitation or obligation to provide compensation for the purposes of promotion or interpreting YMCA programs. I release YMCA, National Council of Young Men's Christian Associations of the United States of America, and its chartered YMCA member associations in the United States, and collaborating third parties from any and all claims, causes of action, and liability arising out of any use of my, and those of my minor children and persons listed on this registration form; images or likeness.

ACKNOWLEDGEMENT

I acknowledge and consent to all conditions of the YMCA Code of Conduct that is available on the YMCA of Honolulu website at ymcahonolulu.org. By signing this Agreement, I acknowledge and represent that I have had sufficient opportunity to read and understand this entire document, agree to be bound by its terms, and sign voluntarily. If the participant is a minor, the undersigned parent or legal guardian warrants and represents that this Agreement, its significance, and the assumption of risk has been explained to and understood by the minor child or ward. I hereby declare, under penalty of perjury, that I am the parent or legal guardian of the named participant.

PARTICIPANT LAST NAME		PARTICIPANT FIRST NAME	
EVENT NAME or DATES ATTENDING			
PRINT NAME OF PARENT/GUARDIAN:	SIGNATURE OF PARENT/GUARDIAN:		DATE SIGNED: