



YMCA

**We build strong kids,
strong families, strong communities.**

FACILITY USE POLICIES

WELCOME TO THE FRANKLIN COUNTY FAMILY YMCA! 😊

We appreciate you considering us for your special event.

The mission of the Franklin County Family YMCA is to build strong kids, strong families, and a strong community, by offering programs and services that help build healthy spirit, mind, and body. Several areas within our facility are available for use by community groups in accordance with the following policies:

In order to secure space at the YMCA, a group must:

- 1. Contact the YMCA regarding availability.**
- 2. Submit ALL of the following items together to secure use of facility no less than 2 weeks prior to use date:**
 - ◆ **completed USE OF FACILITY AGREEMENT RELEASE, WAIVER OF LIABILITY & INDEMNITY AGREEMENT**
 - ◆ **full Payment for all facility use fees**
 - ◆ **separate payment for \$100 deposit**
- 3. Receive written confirmation that use has been approved. Please note that confirmation may only be given by the YMCA staff person listed for that area.**
 - ◆ Any group wanting to secure use of the YMCA must follow steps 1 through 3 listed above.
 - ◆ Any group using the YMCA will be restricted to that single activity or areas which it has reserved. Use of other areas is prohibited. If anyone from the reservation group is found in these areas, the group agrees to forfeit the deposit fee.
 - ◆ The group's leaders and/or chaperones must be at least 21 and will be held responsible for the group's conduct and behavior. It is their responsibility to be sure all members of the party are aware of the policies and rules and that they agree to abide by them. All persons are expected to conduct themselves in a respectable manner relative to the spirit of the YMCA.
 - ◆ All YMCA rules and policies must be followed. All participants must treat the facility, staff and other patrons in accordance with the YMCA's core values of Caring, Honesty, Respect and Responsibility.
 - ◆ If facility use is in the swimming pool, there must be one adult for every child under the age of 3. Children ages 4 to 7 must have one adult in the pool for every three children. Children ages 8 and older who have passed the swim test may participate in open swim without a parent accompanying them in the pool. If child cannot pass the swim test, the adult must be in the pool with the child.
 - ◆ All posted YMCA policies must be followed. If pool is used, the published Pool Rules and Swim Test Policy should be read and followed.
 - ◆ If the pool must be closed due to weather or any other unforeseen reason no refunds will be issued.

FRANKLIN COUNTY FAMILY YMCA

235 Technology Drive ▪ P.O. Box 720 ▪ Rocky Mount, VA 24151
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- ◆ If facility use is not in the swimming pool, children under 13 will be directly supervised by an adult (18 or older) at all times. Each adult will be responsible for no more than 3 children under 13.
- ◆ If facility use is in the Essig Center Activity Room, there must be one adult for every 5 children.
- ◆ The YMCA reserves the right at staff discretion to require protective undergarments of anyone entering the pool.
- ◆ The person reserving YMCA facilities will be held responsible for any property damages or losses and agrees to make restitution to the YMCA in amount equal to the cost to replace or repair the damaged item. The YMCA assumes no responsibility for property brought into the building.
- ◆ Refreshments are allowed in the reserved room, but are not allowed in other areas of the facility.
- ◆ All groups are responsible for leaving the reserved area as they found it. Any unscheduled cleaning required of YMCA staff will be billed at \$20 per hour. This fee will be deducted from the deposit if cleaning is not properly done by the group. Trash must be placed in the receptacles provided.
- ◆ The YMCA is a drug-free environment. The use of tobacco products of any kind is prohibited on all YMCA property.
- ◆ The group using the YMCA facilities agrees to indemnify and hold harmless the Franklin County Family YMCA, its directors, officers, agents or employees, from all claims, demands, causes of action, judgments, liabilities and expenses including attorney fees, arising from personal injury or damage to personal property or belongings caused in whole or part by the acts or omissions of the group using the facility or the group's agents or employees in connection with the use of the Franklin County Family YMCA.
- ◆ A refundable deposit of \$100 must be paid to the YMCA with the completed Facility Use Agreement. The deposit will be refunded in full within one week after date used if there are no penalty fees assessed.
- ◆ The deposit will be forfeited if use is cancelled less than 72 hours prior to the event.
- ◆ Caterers and DJs are required to contact the Essig Center Building Manager no less than 2 business days prior to the event. Failure to do so may result in lack of availability of those facilities.
- ◆ Alcoholic beverages are allowed only in the Essig Center and only in designated areas. They may be served only after the YMCA is closed. The proper ABC license must be obtained by the group and a copy provided to YMCA staff no less than 48 hours prior to the event. A professional, designated bartender must serve the drinks. No glass containers are allowed. All laws must be adhered to at all times. An insurance fee of \$100 will be charged for any group serving alcohol.
- ◆ It is the responsibility of the person requesting facility use to notify the YMCA of any special access requirements at the time of the reservation (for example - wheelchair access). Reasonable effort will be made to accommodate such requests.
- ◆ Rain checks will be issued for any outdoor reservations not kept due to bad weather but no refunds will be given.

User must accept all liability for any and all liability issues.

Contact Info

Jamie Stump Facility Use Coordinator

489-9622

jstump@franklincountyyymca.org

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USE OF FACILITIES AGREEMENT RELEASE, WAIVER OF LIABILITY & INDEMNITY AGREEMENT

as recommended by Redwoods Risk Management Consultant

This use of facilities agreement is between the Franklin County Family YMCA and _____, hereinafter respectively called the YMCA and the user.

The agreement provides for use of the _____

according to the attached schedule from _____ to _____, at a cost of _____.

IN CONSIDERATION of being permitted to utilize these areas of the YMCA for the above mentioned purpose, and FOR PAYMENT of the above cited use fees, the user, for itself and all its employees, agents, representatives, and assignees, agrees and represents that it has or will inspect and carefully evaluate such premises. It is further warranted that use of the facilities for therapy sessions constitutes an acknowledgement that such premises and all facilities and equipment thereon have been inspected and carefully evaluated and that the user finds and accepts same as being safe and reasonably suited for the purpose use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE YMCA FOR ANY PURPOSE CONSISTENT WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITIES OR EQUIPMENT, THE USER HEREBY AGREES TO THE FOLLOWING:

1. THE USER HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YMCA, its directors, officers, employees, and agents (hereinafter referred to as "releasees") from all liability to the user, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the user, whether caused by the negligence of the releasees or otherwise while the user or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.
2. THE USER HEREBY AGREES TO INDEMNIFY, DEFEND, SAVE, AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is caused by the sole or partial fault of the releasees.

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3. THE USER HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE that may be incurred arising from the user's operations at the YMCA premises, including but not limited to use of YMCA's equipment or facilities, regardless of whether such harm is due to the sole or partial fault of the releasees.

THE USER further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Virginia and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

IT IS FURTHER MUTUALLY AGREED between the parties that:

- (a) The user shall not violate any city, county, or state law in or about the said premises.
- (b) The user shall not assign this agreement without written consent of the YMCA.
- (c) The user shall provide certificates of workers' compensation insurance and of general liability and automobile liability insurance with limits of \$1,000,000 that are updated annually and provide notice of cancellation.
- (d) The user shall name the YMCA as an additional insured on its general liability policy with annual verification and notice of cancellation.
- (e) This agreement may be terminated at any time by either party by giving the other party thirty (30) days prior written notice.
- (f) This agreement is the product of joint negotiation and drafting. No provision herein will be construed against either party on the basis that either party drafted the language in question.

THE USER HAS READ AND VOLUNTARILY SIGNS THE USE OF PREMISES AGREEMENT AND THE INCORPORATED RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

Authorized Franklin County Family YMCA Staff Signature

User's Signature

Print Staff Name and Title

Contact Number

Date

Date

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