



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

# **Resident 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](http://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.**

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 United States Department of Justice National Sex Offender Public Website and the Hawaii State Sex Offender Registry check which is required for all applicants. Once accepted as a resident; required National Sex Offender Registry every six months.
    - 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 National Sex Offender registry check;
      - The person makes a false statement in connection with conducting Sex Offender registry check;
      - The person is registered, or is required to be registered, on any sex offender registry;
- Check-in can be refused if guest has been asked to leave from any YMCA properties in the past or displays unacceptable and/or inappropriate behavior or seems to be unsuited to stay in a community environment.
- Check-in time is daily between 8:00 am to 4:00 pm. Room is available after 12pm.
- 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** plus a late 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: 5<sup>th</sup> & 4<sup>th</sup> floors - all rooms cleaned, sheets & towels changed
- Tuesday: 3<sup>rd</sup> & 2<sup>nd</sup> 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 resident 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 of Reservation/No Show 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 and/or a No Show, there will be a charge of one night.

## **Additional Fees**

Late payment fee (added to room fee if paid after 10am)	\$7.00/day
Lost Key(s):	\$50.00/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:**

- There will be a 30% service fee (*calculated from original transaction amount—\$50 maximum*) deducted for all credits/refunds.
- 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.**
- Early Check-out:  
If a guest decides to check-out on an earlier date than originally reserved, the amount due for the time stayed plus service fee will be applied before Refund/Credit on account for future use.

## **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 guest/visitor is defined as any person other than the registered occupant.
- YMCA registered guests are not allowed to have visitors in their room or in the Residence Hall.
- You will need to make an arrangement to meet your visitor outside of the building of YMCA.
- Violation of this policy may result in termination of your stay immediately.

## **Health & Wellness Facility**

- YMCA health and wellness facilities are closed at this time.

## **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 \$50.00 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 5<sup>th</sup> 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
- You must provide your own detergent and drying fabric
- 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:

2<sup>nd</sup> Floor: MEN Only  
3<sup>rd</sup> Floor: MEN Only  
4<sup>th</sup> Floor: WOMEN Only  
5<sup>th</sup> 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 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 24 hours a day.
- 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, lobby, stairwells, or other common/public pedestrian areas.
- Bicycles without motor may be stored in your room.
- 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.

## **Prohibited Actions/Items**

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 01/24/23

# **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 prohibited at any YMCA facility. If you are caught, 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 occupant. Guests are to meet their visitor(s) outside the Central YMCA. No visitors shall be allowed into the residence facility.

## **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.***

# RESIDENT COPY



## WAIVER AND RELEASE OF LIABILITY

In consideration of being able to use the Young Men's Christian Association of Honolulu ("YMCA") facilities and equipment, I hereby release and covenant not to sue the YMCA, its owners, employees, instructors, or agents (herein after collectively referred to as "YMCA"), from and all present and future claims, resulting from ordinary negligence on the part of the YMCA or others listed for loss, damage, or theft of personal property, personal injury, or death, arising as a result of using the facilities and equipment of the YMCA and engaging in any YMCA activities or any activities incidental thereto, where ever, whenever, or however the same occur. I hereby voluntarily waive any and all claims resulting from negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that health and fitness club activities may range from various cardiovascular activities (i.e., aerobics, bicycles, steppers or racquetball) to the strenuous exertion of strength training (i.e., free weights, weight machines). I understand that these and other physical activities at the YMCA involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I am voluntarily participating in club activities with full knowledge of dangers involved and hereby agree to accept and assume any and all inherent risks of property damage, personal injury, or death.

CORONAVIRUS NOTICE: COVID-19 has become a global pandemic and a national and state public health emergency. During this time, we all must do our part to slow the spread of COVID-19:

- 1) I agree not to come on to YMCA's premises if I am displaying any of the following symptoms associated with COVID-19: cough, shortness of breath or difficulty breathing, chills, muscle or body aches, headache, sore throat, new loss of taste or smell, fatigue, congestion or runny nose, nausea or vomiting, diarrhea, or fever (100.4° F or over).
- 2) I understand and agree that the YMCA will require me to leave the YMCA's premises if I have or am displaying any of the symptoms above and agree not return to the YMCA for a minimum of fourteen (14) days. In addition, I consent that the YMCA may take my temperature to ensure that I do not have a fever.
- 3) While the YMCA is doing its part to discourage persons having COVID-19 symptoms from being on the YMCA's premises, there is a risk that there may be people on the YMCA's premises that could be infected with COVID-19 who are expressing symptoms

or are asymptomatic. **I understand, acknowledge and agree that I am assuming the risk that I could be exposed to persons infected with COVID-19.**

- 4) I am confirming that I, or anyone in my household, have **NOT** been required by the State of Hawaii to be in a mandatory quarantine before arriving at the YMCA premises.
- 5) I am confirming that I, or anyone in my household, have not been suspected to have or have had contact with someone under investigation for, or with a confirmed case of COVID-19 in the last 14 days.
- 6) I agree to inform the YMCA if I have tested positive for COVID-19 or the COVID-19 Antibody in the past 14 days. I also agree to immediately inform the YMCA if, in the future, I test positive for COVID-19 or the COVID-19 Antibody.

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.

I further agree to hold harmless, indemnify and defend the YMCA and others listed for any and all claims arising as a result of my engaging in club activities or any activities incidental thereto, where ever, whenever, or however the same occur. I have read this form and fully understand that by signing this form, I am giving up any and all legal rights and/or remedies that may be available to me for the ordinary negligence of the YMCA or any parties listed above.

#### CODE OF CONDUCT

The YMCA is committed to providing a safe and welcoming environment for all residents and guests. To promote safety and comfort for all, all individuals are asked to act appropriately at all times when in YMCA programs. Our values are honesty, respect, responsibility, caring, and diversity. We expect persons using the YMCA to act maturely, to behave responsibly and to respect the rights and dignity of others. The following Code of Conduct outlines prohibited action, but the actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities and programs.

- Using or possessing alcohol or illegal chemicals on YMCA property or in YMCA vehicles.
- Smoking / tobacco use or e-cigarettes / vapor cigarettes use on YMCA property.
- Carrying or concealing a weapon or any device or object that may be used as a weapon.
- Harassment or intimidation by words, gestures, body language, or any type of menacing or unwelcome behavior.
- Physical contact with another person in an angry, aggressive, or threatening way.
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting.

- Sexually explicit conversation or behavior; any sexual contact with another person.
- Inappropriate, immodest, or sexually revealing attire.
- Theft or behavior that results in the destruction or loss of property.
- Loitering within or on the grounds of the YMCA.
- Use of electronic devices that are capable of taking photos and/or videos within locker rooms and restrooms. Use of any electronic device capable of taking photos and/or videos in the exercise facility is only acceptable when the device is used as a video/music player (not as a recorder). All other use is prohibited.

In addition, the YMCA reserves the right to deny access 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.

PHOTO / VIDEO / STORY RELEASE

I 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 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 images or likeness.

By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document. I have read and understood this document, and agree to be bound by its terms. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I affirm that I am over eighteen years of age and am freely and voluntarily signing this document, without any inducement or assurance of any nature. I understand and agree that my signature in any form or medium (including without limitation any electronic or digital signature or symbol) shall have the same legal effect, validity and enforceability as a manually handwritten original signature. Any document transmitted by any electronic or digital means (including without limitation by electronic mail “email”, texting, or facsimile “fax” transmission) shall have the same legal effect, validity and enforceability as if physically delivered in its original form.

Resident Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised 01/24/23







## WAIVER AND RELEASE OF LIABILITY

In consideration of being able to use the Young Men’s Christian Association of Honolulu (“YMCA”) facilities and equipment, I hereby release and covenant not to sue the YMCA, its owners, employees, instructors, or agents (herein after collectively referred to as “YMCA”), from and all present and future claims, resulting from ordinary negligence on the part of the YMCA or others listed for loss, damage, or theft of personal property, personal injury, or death, arising as a result of using the facilities and equipment of the YMCA and engaging in any YMCA activities or any activities incidental thereto, where ever, whenever, or however the same occur. I hereby voluntarily waive any and all claims resulting from negligence, both present and future, that may be made by me, my family, estate, heirs, or assigns.

Further, I am aware that health and fitness club activities may range from various cardiovascular activities (i.e., aerobics, bicycles, steppers or racquetball) to the strenuous exertion of strength training (i.e., free weights, weight machines). I understand that these and other physical activities at the YMCA involve certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, heart attacks, and injury to bones, joints, or muscles. I am voluntarily participating in club activities with full knowledge of dangers involved and hereby agree to accept and assume any and all inherent risks of property damage, personal injury, or death.

CORONAVIRUS NOTICE: COVID-19 has become a global pandemic and a national and state public health emergency. During this time, we all must do our part to slow the spread of COVID-19:

- 1) I agree not to come on to YMCA’s premises if I am displaying any of the following symptoms associated with COVID-19: cough, shortness of breath or difficulty breathing, chills, muscle or body aches, headache, sore throat, new loss of taste or smell, fatigue, congestion or runny nose, nausea or vomiting, diarrhea, or fever (100.4° F or over).
- 2) I understand and agree that the YMCA will require me to leave the YMCA’s premises if I have or am displaying any of the symptoms above and agree not return to the YMCA for a minimum of fourteen (14) days. In addition, I consent that the YMCA may take my temperature to ensure that I do not have a fever.
- 3) While the YMCA is doing its part to discourage persons having COVID-19 symptoms from being on the YMCA’s premises, there is a risk that there may be people on the YMCA’s premises that could be infected with COVID-19 who are expressing symptoms or are asymptomatic. **I understand, acknowledge and agree that I am assuming the risk that I could be exposed to persons infected with COVID-19.**
- 4) I am confirming that I, or anyone in my household, have **NOT** been required by the State of Hawaii to be in a mandatory quarantine before arriving at the YMCA premises.

- 5) I am confirming that I, or anyone in my household, have not been suspected to have or have had contact with someone under investigation for, or with a confirmed case of COVID-19 in the last 14 days.
- 6) I agree to inform the YMCA if I have tested positive for COVID-19 or the COVID-19 Antibody in the past 14 days. I also agree to immediately inform the YMCA if, in the future, I test positive for COVID-19 or the COVID-19 Antibody.

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.

I further agree to hold harmless, indemnify and defend the YMCA and others listed for any and all claims arising as a result of my engaging in club activities or any activities incidental thereto, where ever, whenever, or however the same occur. I have read this form and fully understand that by signing this form, I am giving up any and all legal rights and/or remedies that may be available to me for the ordinary negligence of the YMCA or any parties listed above.

#### CODE OF CONDUCT

The YMCA is committed to providing a safe and welcoming environment for all residents and guests. To promote safety and comfort for all, all individuals are asked to act appropriately at all times when in YMCA programs. Our values are honesty, respect, responsibility, caring, and diversity. We expect persons using the YMCA to act maturely, to behave responsibly and to respect the rights and dignity of others. The following Code of Conduct outlines prohibited action, but the actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities and programs.

- Using or possessing alcohol or illegal chemicals on YMCA property or in YMCA vehicles.
- Smoking / tobacco use or e-cigarettes / vapor cigarettes use on YMCA property.
- Carrying or concealing a weapon or any device or object that may be used as a weapon.
- Harassment or intimidation by words, gestures, body language, or any type of menacing or unwelcome behavior.
- Physical contact with another person in an angry, aggressive, or threatening way.
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting.
- Sexually explicit conversation or behavior; any sexual contact with another person.
- Inappropriate, immodest, or sexually revealing attire.
- Theft or behavior that results in the destruction or loss of property.

- Loitering within or on the grounds of the YMCA.
- Use of electronic devices that are capable of taking photos and/or videos within locker rooms and restrooms. Use of any electronic device capable of taking photos and/or videos in the exercise facility is only acceptable when the device is used as a video/music player (not as a recorder). All other use is prohibited.

In addition, the YMCA reserves the right to deny access 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.

PHOTO / VIDEO / STORY RELEASE

I 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 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 images or likeness.

By signing this document, I acknowledge that I have had sufficient opportunity to read this entire document. I have read and understood this document, and agree to be bound by its terms. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and agree that if any portion is held invalid, the remainder of the waiver will continue in full legal force and effect. I affirm that I am over eighteen years of age and am freely and voluntarily signing this document, without any inducement or assurance of any nature. I understand and agree that my signature in any form or medium (including without limitation any electronic or digital signature or symbol) shall have the same legal effect, validity and enforceability as a manually handwritten original signature. Any document transmitted by any electronic or digital means (including without limitation by electronic mail “email”, texting, or facsimile “fax” transmission) shall have the same legal effect, validity and enforceability as if physically delivered in its original form.

Resident Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_