

# **MONTGOMERY COUNTY FAMILY YMCA**



## **POLICES, PROCEDURES, AND PRIVACY POLICY HANDBOOK**

**Montgomery County Family YMCA**  
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[www.MCYMCA.com](http://www.MCYMCA.com)



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## **MONTGOMERY COUNTY FAMILY YMCA: MEMBERSHIP POLICIES & AGREEMENT**

- I authorize the Montgomery County Family YMCA to draft my billing method credit card, debit card, or checking account monthly that I have provided on this date.
- I understand that monthly dues will be electronically drafted on the 1<sup>st</sup> of each month.
- Should a change of billing information be necessary, I accept responsibility to update information in a timely manner.
- Should any member debt not be honored by the member's credit card company or bank for any reason, the member is still responsible for that payment plus a \$30 service charge applied by the YMCA. This is in addition to any service fee the member's credit card company or bank may charge. The membership is subject to termination if the debt is not paid.
- The Montgomery County Family YMCA does not refund any membership fees due to non-usage of facilities or programs.
- Termination notification is required by the 25<sup>th</sup> of the month prior to payment draft date for cancellation. Notice must be submitted in writing via form available at Customer Service Center or by e-mail to Customer Service/Membership Manager.
- Membership cards must be scanned at the front desk to access facility.
- Membership cards may be left at the YMCA's Customer Service Center for an annual fee.
- Membership cards remain the property of the Montgomery County Family YMCA and must be surrendered upon demand.
- Guests are welcome at the YMCA, space permitting.
- Parents are responsible for the safety and supervision of their children at all times. Children under the age of 8 years may not be left unattended in the facility. Unsupervised workout using Health/Wellness Area equipment is not permitted prior to youth entering 9<sup>th</sup> grade unless youth has completed the YMCA's Junior High Fitness Class.
- Children 8 and up who will be entering the facility must have a picture saved in their record.
- A joining fee is required to rejoin the Montgomery County Family YMCA following more than 30 days of inactivity.
- The Montgomery County Family YMCA is founded on Christian principles - respect, responsibility, honesty, caring - and prohibits inappropriate behavior and conduct. Behaviors by members or patrons deemed threatening or harmful to the wellbeing of the public while at YMCA functions will initiate a staff review process which may result in the termination of membership or services. The carrying or concealing any weapons devices or objects which may be used as a weapon in Montgomery County Family YMCA facilities or program sites is forbidden.
- I understand the Montgomery County Family YMCA is not responsible for personal or vehicular property loss, damaged, or stolen while members and/or program participants are using YMCA facilities, on YMCA premises, or involved in YMCA programs.



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- All Montgomery County Family YMCA campuses are tobacco, drug and alcohol free. This also includes paraphernalia such as e-cigarettes.
- The YMCA reserves the right to review any membership application and deny membership to any member at the discretion of Y Management.
- I further understand that YMCA management has the authority to amend policies and procedures at any time to ensure the delivery of the highest possible services to the general membership.
- The Montgomery County Family YMCA may, at our discretion, adjust the monthly rate applicable to the member's membership category. The member will receive a four-week notice prior to any such change.
- I authorize the use of any photographic or video image of the member(s), named herein, during any program or activity, for use in any YMCA publication or outreach.
- The member acknowledges that it is the policy of the Montgomery County Family YMCA to deny membership, program participation or visits to any individual convicted of a crime for which registration as a sex offender is required and that the Montgomery County Family YMCA will regularly monitor its database for criminal history.
- Cell phone/Video taping: Due to the advances in video equipment and telephone video technology, and for the safety and security of our members and guests, any and all video equipment may not be used in locker rooms, dressing areas, shower areas, restrooms, and other areas generally deemed to be private within the YMCA facilities. Members and participants must refrain from capturing videos that include other members in the background for use on personal social media.
- I understand that YMCA activities have inherent risks and in consideration for membership at the YMCA and participation in YMCA programs I hereby assume all risks and hazards incident to my participation in all YMCA activities, due to the negligence of the YMCA or otherwise while in, about, or upon the premises of the YMCA and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YMCA, including volunteer service. I further waive, release, absolve, indemnify, and agree to hold harmless the YMCA, the organizers, volunteers, supervisors, officers, directors, participants, coaches, referees, as well as persons or parents transporting participants to and from activities from any claims or injury sustained during my use of the YMCA property or participation in programs. I expressly assume all dangers, risks, and hazards to me and all minors in my care.
- Coronavirus, COVID-19 is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in programs or accessing facilities could increase the risk of contracting COVID-19. Montgomery County Family YMCA in no way warrants that COVID-19 or other communicable disease infections will not occur through participation in programs or use of YMCA facilities.



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## **MONTGOMERY COUNTY FAMILY YMCA MEMBERSHIP: TERMS AND CONDITIONS**

### **Personal Information Security**

The Montgomery County Family YMCA is committed to providing the highest level of security to members. Personal information, payment information and other data transmitted through our system are encrypted using 128-bit SSL encryption technology. Security procedures are tested and reviewed on a regular basis.

### **Membership Agreement**

YMCA membership is a continuous membership plan. I understand that this membership will remain in effect for as long as I retain the membership card issued to me. I further understand that membership dues are non-refundable. Membership cards are the property of the YMCA and must be surrendered upon demand. It is my complete understanding that if I wish to terminate or change my membership in any way, I must give the YMCA written notice by the 25<sup>th</sup> of the month prior to the draft date to stop my draft. All membership rates are subject to change with 30 days written notice. I understand it is my responsibility to notify the YMCA of any change in address, bank account information (if utilizing bank draft for payment of dues) or credit card information / expiration date (if utilizing credit card for payment of dues). The joining fee is a one-time fee as long as I remain an active member of the Montgomery County Family YMCA. If I choose to cancel or discontinue my membership for more than 30 days, a joining fee will be charged when I reapply for membership. I understand that the YMCA has the sole authority to terminate any membership with or without notice to ensure the safety and comfort of the general membership. The YMCA reserves the right to review any membership application and deny membership to any member who may pose a potential threat to the security and/or safety of other members. I will request the new member guide that communicates all of the benefits of a YMCA membership. I further understand that YMCA management has the authority to amend policies and procedures at any time to ensure the delivery of the highest possible services to the general membership. I acknowledge the waiver and membership agreement set forth above, and understanding the mission Statement of the Montgomery County Family YMCA, hereby apply for membership. Note: Parent or guardian must sign if applicant is under 18 years of age.

### **Electronic Funds (EFT) or Credit Card Authorization**

I authorize my bank or credit card institution to honor preauthorized Electronic Funds Transfer drawn by the Montgomery County Family YMCA on my account for (membership/program/contribution) payments as indicated. When the bank honors the EFT (or credit card) by charging my account, such transfer shall constitute notice of payment due and my receipt for the payment. Should any preauthorized EFT not be honored by said bank when received by them, then it is understood that the payment is to be made by me in the amount of



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said payment plus service charge. It is further understood that if such payment is not honored by the bank or credit card institution, then the YMCA, at its discretion, may resubmit the amount due for payment on a future date.

## **Criminal History**

Montgomery County Family YMCA reserves the right to deny membership to any individual convicted of a crime for which registration as a sex offender is required, and that the Montgomery County Family YMCA will regularly check its membership records for criminal history.

## **Montgomery County Family YMCA Website: Terms and Conditions of Use**

**Please read the following terms and conditions relating to your use of this website carefully.** By using this website, you are deemed to have agreed to these terms and conditions of use. We reserve the right to modify them at any time. You should check these terms and conditions periodically for changes. By using this website after we post any changes to these terms and conditions, you agree to accept those changes, whether or not you have reviewed them. If at any time you choose not to accept these terms and conditions of use, please do not use this website.

### **Scope of Terms and Conditions**

These terms and conditions apply to your use of this website. These terms and conditions do not apply to your use of unaffiliated websites to which the Montgomery County Family YMCA website only links.

### **Restrictions on Use of Materials**

The contents of the Montgomery County Family YMCA's website (the website) are protected by copyright and trademark laws, and are the property of the Montgomery County Family YMCA. Unless we say otherwise, you may access the materials located within the website only for your personal use. This means you may download copies of posted materials for personal, noncommercial use only, so long as you neither change nor delete any author attribution, trademark, legend or copyright notice. When you download copyrighted material, you do not obtain any ownership rights to that material.

You may not modify, copy, publish, display, transmit, adapt or in any way exploit the content of the website. Only if you obtain prior written consent from us — and from all other entities with an interest in the relevant intellectual property — may you publish, display or commercially exploit any material from the website.

### **Content**



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For the convenience of our vendors, we may display catalogs of stock images, descriptions and product specifications. While we try to offer reliable data, we cannot promise that the catalogs will always be accurate and up-to-date. You agree that you will not hold our vendors responsible for inaccuracies in their catalogs. The catalogs may include copyrighted, trademarked or other proprietary materials. You may use the catalogs only for informational purposes. You may not use catalog content in a way that infringes or violates the proprietary rights of another.

## Links

These terms and conditions apply only to the website, and not to the websites of any other companies or organizations, including those to which the website may link. We are not responsible for the availability of any other website to which the website links. We do not endorse or take responsibility for the contents, advertising, products or other materials made available through any other website. Under no circumstances will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, goods or services available on any other website. You should direct any concerns to that website's administrator or Webmaster. We reserve the right, however, to rescind any permission granted by us, and to require termination of linking to the website, at our discretion at any time.

## Disclaimers

The services materials on the website are provided "as is" and without warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

We do not warrant that any functions contained in the website will be uninterrupted or error-free, that defects will be corrected, or that the website or the server that makes them available are free of viruses or other harmful components.

We do not make any representations regarding the use or the results of the use of the services or materials in this website in terms of their correctness, accuracy, reliability, or otherwise. You assume the entire cost of all necessary servicing, repair or correction to your system.

Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

We do not endorse, warrant or guarantee any products or services offered on the website. We are not a party to, and do not monitor, any transaction between users and third-party providers of products or services.

## Limitation of Liability



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Under no circumstances, including but not limited to negligence, will we be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on the website, or any products of services provided pursuant to the website, even if advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages (including but not limited to lost data), so the above limitation or exclusion may not apply to you. In no event shall the total liability to you by us or any of our licensors or suppliers for all damages, losses, and causes of action (whether in contract, tort, or otherwise) exceed the amount paid by you to us, if any, for accessing the website.

### **No Personal Advice**

The information contained in or made available through the website cannot replace or substitute for the services of trained professionals in any field, including, but not limited to medical or legal matters. In particular, you should regularly consult a doctor in all matters relating to physical or mental health, particularly concerning any symptoms that may require diagnosis or medical attention. We make no representations or warranties concerning any treatment, action, or application of medication or preparation by any person following the information offered or provided within or through the website. We will not be liable for any direct, indirect, consequential, special, exemplary or other damages that may result, including but not limited to economic loss, injury, illness or death.

### **Privacy Policy**

We are committed to protecting your privacy and security and have explained in detail the steps we take to do so. We urge you to read our Privacy Policy below.

### **Indemnity**

You agree to defend, indemnify and hold us harmless, and our officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) any breach by you of any of these terms and conditions, (ii) your content and materials, (iii) your use of materials or features available on the website (except to the extent a claim is based upon infringement of a third party right by materials created by us) or (iv) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

### **Jurisdictional Issues**

We control and operate this website from our offices in the United States of America. We do not represent that materials on the website are appropriate or available for use in other locations.





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Persons who choose to access this website from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### Miscellaneous

These terms will be governed by and construed in accordance with the laws of the State of Illinois, without regard to any principles of conflicts of law. You agree that any action of law or inequity that arises out of or relates to these terms will be subject to binding arbitration in accordance with the Illinois Arbitration Association and will be arbitrated in Chicago, Ill. If any of these terms and conditions is found unlawful, void, or for any reason unenforceable, then that provision will be considered severable from the remaining terms and conditions, and will not affect the validity and enforceability of the remaining provisions. This is the entire agreement between you and us relating to the subject matter it contains. This agreement may be modified only by our posting of changes to these terms and conditions, or by a writing signed by both parties.

### Digital Millennium Copyright Act ("DMCA") Notice

Materials may be made available via the website by third parties not within our control. We are under no obligation to, and do not, scan content used in connection with the website for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe upon another party's copyright to remain on the website.

If you believe any materials on the website infringe upon a copyright, you should provide us with written notice that at a minimum contains:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;



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v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Montgomery County Family YMCA 101 E. Cherry St. Red Oak, IA 51566

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.



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## MONTGOMERY COUNTY FAMILY YMCA: PRIVACY POLICY

### Privacy Notice

This privacy notice advises you about YMCA guidelines concerning the use of your personal information, including the reasonable efforts we make to protect your personal information in accordance with these guidelines, and about what choices you have concerning our use of such information. Please read this notice carefully.

#### 1.0 PRIVACY

We keep your private information private by:

\* Not selling your information. You have entrusted the National Council of Young Men's Christian Associations of the United States of America and its independent and autonomous member associations (collectively "The Y") with your personal information, and we're committed to using it wisely. The Y will not sell, share or otherwise transfer your personal information to anyone without your consent.

\* Restricting who has access to your information. The Y takes reasonable precautions to restrict access to your Internet account and personal information only by employees who are authorized to have such access for business purposes. If you have any questions or concerns about our privacy policy, please contact Carrie Shalters, Membership/Customer Service Manager at [cshalters@mcymca.com](mailto:cshalters@mcymca.com) or 712- 623-2161.

Please refer to this policy regularly. The Y may need to change this policy from time to time to address new issues and reflect changes on our websites or within YMCA branches. We will post material changes on our websites or otherwise notify you so that you will always know our policies regarding what information we gather, how we might use that information, and whether we will disclose that information to anyone.

### Scope of Privacy Policy

This policy applies to the personal information that you provide to The Y, either through our websites and mobile applications or in person at the YMCA facility or program site. This policy does not apply to your use of unaffiliated sites to which our websites link. This policy does not apply to Personal Health Information ("PHI") collected through the YMCA Diabetes Prevention Program or any other program offered by The Y that requires the collection of PHI or other HIPPA protected information.

### Collection of Personally Identifiable Information



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The Y collects personally identifiable information (PII) from you when you voluntarily submit such information to us. The collection of PII may occur in person or on a website or mobile application operated, provided or otherwise controlled by The Y. This information may include your name, home address, email address, telephone number, date of birth, demographic information, sex-offender status, membership status, emergency contact information, and other information that we may need to collect in connection with certain events, including but not limited to:

- \* registration for, or participation in, events, classes, camps, and other activities or programs offered by The Y;
- \* participation in YMCA Nationwide Membership
- \* registration for surveys, forums, content submissions, chats, bulletin boards, discussion groups, requests for suggestions, or other services or activities offered on our website;
- \* answering your inquiries about our websites, organization, membership, or other services or activities;
- \* registration as a member of The Y

### **Collection of Photographs**

The Y may also collect your photograph, by capturing your image at a YMCA or scanning your personal identification card, for the purpose of identifying you as a member, volunteer or program participant. Your photograph will not be used for any commercial purpose without your authorization, and shall not be retained longer than five years from your last interaction with The Y.

### **Use and Disclosure of PII**

If you do provide us with PII, The Y may contact you based on the information you provide to communicate with you about YMCA activities that may be of interest to you and your family.

The Y will use its best efforts to never disclose any PII about you to any third-party for purposes unrelated to the YMCA without having received your permission except as provided for herein or otherwise as permitted or required under applicable law.

We do not rent or sell PII, including information provided about children, to third-parties. The Y may share PII with trusted service providers, such as payment processors, technology partners or other providers that need access to your information to provide operational or other support services while you are a YMCA member or program participant. In certain circumstances, we



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may also share information with select similar nonprofit organizations that may offer activities of interest to you.

We may also provide PII to regulatory authorities and law enforcement officials in accordance with applicable law or when we otherwise believe in good faith that the provision of such information is required or permitted by law, such as in connection with the investigation or assertion of legal defenses or for compliance matters.

### **Collection of Payment Transaction Information**

When you make a payment or donation, we collect information to process the financial transaction and may use that information to contact you in the future about The Y and its programs. Your payment information is transmitted to us, using a secure Internet method that helps maintain the privacy of this information. During the time your payment information resides on our computers, it is in an encrypted format and can only be accessed by authorized personnel with a decryption key.

### **Collection of Non-Personally Identifiable Information**

We collect non-personally identifiable information without limitation, through the use of the following types of methodology:

- \* “Cookie” technology: A cookie is an element of data that a website can send to your browser, which may then store it on your system to help enhance your experience in using our sites and to provide us with technical information about your usage.
- \* IP address tracking: An IP address is a number that is assigned to your computer when you are on the Internet. When you request pages from our Sites, our servers log your IP address.
- \* Web beacons: A web beacon, or “clear gif,” is a small graphic image on a webpage or web-based document that a website can use to determine information about a user.

Non-personally identifiable information might include the browser you use, the type of computer you use, technical information about your means of connection to our websites (such as the operating systems and the Internet service providers utilized), and other similar information. Our systems may also automatically gather information about the areas you visit and search terms you utilize on our websites and about the links you may select from within the sites to other areas of the World Wide Web or elsewhere online.

Although an industry-standard do-not-track (DNT) protocol has not yet been established, The Y’s information collection and disclosure practices and the choices it offers to consumers will continue to operate as described in this Policy.



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## **Use of Non-Personally Identifiable Information**

We use non-personally identifiable information for our purposes related to running YMCAs and their programs, and, in particular, to administering websites, and, in the aggregate, to determine what technologies are being used. We may also share aggregate, non-personally identifiable information with third-parties.

## **Collection of Sensitive Information**

Where necessary, The Y may collect certain sensitive information from you, including

- \* payment card or bank account information to process fees or donations;
- \* health information in connection with various fitness programs, programs in which we are responsible for supervising children, health screenings, or other health service events that we may provide from time to time

Access to sensitive information is restricted to those individuals who have a legitimate need for access. We will not use or disclose your information to third-parties unless such disclosure is necessary to accomplish the purpose for which the information is collected.

## **Privacy of Children**

We are mindful that young people need special safeguards and privacy protection. We realize that they may not understand or be able to meaningfully consent to the provisions of our policy or be able to make thoughtful decisions about the choices that are made available to our adult users. We strongly urge all parents or legal guardians to participate in their children's exploration of the Internet and any online services and to teach their children about protecting their personal information while online.

To provide the services we offer, we sometimes need to collect certain information about children in both online and offline contexts. If we ask for PII from children under 13 in connection with our online services, where required we will comply with the Children's Online Privacy Protection Act (COPPA), including taking additional steps to protect the privacy of such information, including

- \* obtaining verifiable consent from the parent or legal guardian of the child before collecting or using the child's PII;
- \* notifying parents about what PII is being requested and how that PII will be used and/or shared, such as through this policy;



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- \* limiting the online collection of PII from children to no more than is reasonably necessary to accomplish the purpose of the collection;
- \* giving parents a description of and access to the PII we have collected from their children;
- \* offering them the opportunity to request that such PII be changed or deleted;
- \* offering them an opportunity to prevent any further use or collection of information about their children; and
- \* maintaining reasonable procedures to ensure the confidentiality, security and integrity of the personal information collected.

We may also need to collect certain information about children and minors in an offline context, such as when

- \* a parent or legal guardian of a minor signs up for a membership including the child at the YMCA, or for a program or camp we offer at our location and
- \* minors visit our facilities without a membership, where we may collect information about them to be able to contact their parent or legal guardian to notify them of an injury or other issues involving the minor.

### **Links to Other Sites**

Users may find other content on our websites that link to the sites and services of other third-parties. We do not control the content or links appearing on these sites. Third-party sites or services, including their content and links, may be constantly changing and may have their own privacy policies and customer service policies. We encourage you to review the privacy policies of any third-party sites or services before providing any of them with your personal information.

### **Choice/Opt-Out**

If you opt-in to receive information from us, you can change your mind later. If at any time you would like to stop receiving such information or opt out of a feature, you may change your options by contacting [cshalters@mcymca.com](mailto:cshalters@mcymca.com). You should be aware, however, that it is not always possible to completely remove or modify information in our databases and servers, although we will make reasonable efforts to do so upon your request, and we are unable to have your information removed from the records of any third-party who has been provided with your information in accordance with this policy.



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## **Lawful Requests**

We may be required to disclose your information pursuant to lawful requests, such as subpoenas or court orders, or in compliance with applicable laws. We generally do not disclose your information unless we have a good faith belief that an information request by law enforcement or private litigants meets applicable legal standards. We may share your information when we believe it is necessary to comply with applicable laws or to protect our members, interests or property. Nothing herein is intended to limit any legal defenses or objections that you may have to a third party's, including a government's, request to disclose your information.

## **Personal Data Access and Accuracy**

You may contact The Y with inquiries or complaints regarding the use of information about you. We will use reasonable efforts to grant reasonable requests to access data about the requester. We will also make reasonable requests to correct any incorrect or misleading data about the requester.

## **2.0 SECURITY**

YMCAs take appropriate administrative, technical, and physical measures to safeguard against unauthorized processing of personal information, and against the accidental loss of, or damage to, personal data. However, The Y cannot provide an absolute guarantee of the security of any of our websites or any other site on the Internet.

## **Consent to Transfer**

YMCA websites are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to The Y will be transferred to the United States. By using YMCA websites, participating in any YMCA services, and/or providing us with your information, you consent to this transfer.

## **Updating your Personal Information**

You can update your personal information by emailing us at [cshalters@mcymca.com](mailto:cshalters@mcymca.com) or via a written request mailed to: Carrie Shalters, Carrie Shalters, Membership/Customer Service Manager, 101 E. Cherry St, Red Oak, IA 51566. Please do not send Social Security numbers or other sensitive information to us via unencrypted email.