



# YMCA OF THE CEDAR RAPIDS METROPOLITAN AREA RENTAL AGREEMENT AND WAIVER

CONTACT NAME \_\_\_\_\_  
(must be 18 years of age) (Please print)

ORGANIZATION NAME \_\_\_\_\_  
(if applicable)

CONTACT PERSON PHONE: \_\_\_\_\_ ADDITIONAL PHONE : \_\_\_\_\_

EMAIL: \_\_\_\_\_

DATE OF RENTAL: \_\_\_\_\_ TIME: \_\_\_\_\_ NUMBER OF ATTENDEES: \_\_\_\_\_

SPECIAL REQUEST/NOTES \_\_\_\_\_

## RENTAL OPTIONS and FEES

- ☐ GYM Court \$75 per hour per court. No additional amenities included
- ☐ Pool \$100 per hour per pool
- ☐ Birthday Party Birthday Package - \$150 (Members) \$200 (Non-Members). 45 minute pool usage, 1 gym court, party room for up to 15 people. \$5 extra for each individual past the 15 max. Pool Party Package - \$100 (Members) \$150 (Non-Members). 45 minute pool usage, party room for up to 15 people. \$5 extra for each individual past the 15 max.
- ☐ Freund-Vector Room \$50 per hour. AV equipment included in rental
- ☐ Cheerios Room \$75 per hour. AV equipment included in rental
- ☐ Group Exercise Room/HGN Y \$50 per hour. No TV's available but speaker system available
- ☐ Community Room/HGN Y \$75 per hour
- ☐ After Hours Rental \$125 per hour. \$200 deposit required
- ☐ Overnight Rental \$1,000 for 12 hour overnight. \$200 deposit required

## Y M C A C O N T A C T S

### Helen G. Nassif YMCA

Kyle - Lichthardt@crmetroymca.org

### Marion YMCA Birthday Parties

Kaitlin - Long@crmetroymca.org

### Marion YMCA

Dale - Emerson@crmetroymca.org

### Fitness Rooms (both locations)

Deb - Greif@crmetroymca.org

TOTAL FEE\$: \_\_\_\_\_ DEPOSIT AMOUNT: \_\_\_\_\_ DATE DEPOSIT PAID: \_\_\_\_\_

DATE BALANCE PAID \_\_\_\_\_ PAYMENT METHOD: \_\_\_\_\_

STAFF TAKING RESERVATION \_\_\_\_\_

## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of membership current or new, or participating in YMCA activities or as a participant in a rental within the building and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the YMCA of the Cedar Rapids Metropolitan Area 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 acknowledge that participating in YMCA activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments or other injuries as a result of falls or contact with other participants; death as a result of drowning or brain damage caused by near drowning in pools or other bodies of water; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

v. July 2025



# YMCA OF THE CEDAR RAPIDS METROPOLITAN AREA

## RENTAL AGREEMENT AND WAIVER

2.I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation. 3.I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. 4.I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, 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. 5.In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply. 6.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. 7."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."

### Activities included but not limited to:

**Adaptive Swim lessons, Competitive Swim Programs, Competitive Stroke Development, Day Camp Programs, Flag Football Programs, Facility Rentals including gym, pool, birthday party, meeting room or class room, Kickball, Lifeguard Training–Red Cross, Massage, Mighty Mites, Mighty Sluggers-coed, Personal Training, Ranger Programs, Rookie Swim Camp, Soccer Programs, Spring Fling Camp, Swim Lessons Adult – Youth, Tae Kwon Do, Tee Pee Village Programs, Treadmill Trekkers, Visitor Day Passes, Volleyball Programs, Water Movement, Water Stamina Programs, WaterAcclimation Programs, Archery**

The above list is not intended to be and is not exhaustive. There may be YMCA activities the undersigned participates in which are not listed above; but said activities are intended to be and are included in the terms and conditions of this release. By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. Further, I grant the YMCA of the Cedar Rapids Metropolitan Area permission to use photos and/or videos of myself and/or my family taken during YMCA programs, classes and activities to be used in its promotional materials, locally and nationally and grant the YMCA of the Cedar Rapids Metropolitan Area permission to send SMS text notifications to my mobile phone and/or devices. Lastly, the YMCA conducts regular sex offender screenings on all members, participants, and guests. If a sex offender match occurs, the YMCA reserves the right to cancel membership, end program participation, and remove visitation access. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

I understand as the person renting the facility, I am responsible for all parties participating in the rental including for any damages incurred to the facility or for injuries sustained by participants. I understand that rentals must not be used to provide services in lieu of monetary payment and/or direct payment to an individual not employed by the YMCA, or engaged in a facility rental.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

DOB \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

I or the organization I represent are insured: \_\_\_\_\_ Yes \_\_\_\_\_ No

Please provide insurance information if insured: \_\_\_\_\_

If not insured, please provide attachment with waivers of those attending/participating.