



## TERMS AND CONDITIONS OF USE

**PLEASE READ THESE PROVISIONS BELOW. BY USING THE PUTNAM COUNTY FAMILY YMCA WEBSITE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF USE.**

By using the Putnam County Family YMCA website, you acknowledge that you have read and accept the Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, please do not access or otherwise use Putnam County Family YMCA website. These Terms and Conditions of Use govern your use of the Putnam County Family YMCA website and all services provided in connection with the Putnam County Family YMCA website. These Terms and Conditions of Use may be modified from time to time without notice. Please check this area before using the Putnam County Family YMCA website to determine whether a change has been made to these Terms and Conditions of Use. Each time you log on to the Putnam County Family YMCA website, you will be deemed to have accepted any such changes.

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

The entire contents of Putnam County Family YMCA website (the "Content") is protected by copyright as a collective work and/or compilation, pursuant to United States copyright laws, international conventions, and other copyright laws. The Content is for your personal, non-commercial use. All materials contained on the Putnam County Family YMCA website are protected by copyright, and are owned or controlled by the Putnam County Family YMCA website or the party credited as the provider of the Content. You agree to abide by any and all additional copyright notices, information, or restrictions contained in any Content on the Putnam County Family YMCA website. You may download and make copies of the Content and other downloadable items displayed on the Putnam County Family YMCA website for personal, noncommercial use only, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without the prior written permission from the Putnam County Family YMCA or the copyright holder identified in the individual Content's copyright notice.

Any trademarks, logos and/or service marks displayed on the Putnam County Family YMCA website are owned or licensed to the Putnam County Family YMCA and are for your use only in connection with using the Putnam County Family YMCA website. No license or right to use any of the trademarks, logos and/or service marks are granted to you other than to download the trademarks, logos and/or service marks for personal, noncommercial use while visiting the Putnam County Family YMCA website.

The Putnam County Family YMCA may change, suspend or discontinue any aspect of the Putnam County Family YMCA website at any time, including the availability of any Putnam County Family YMCA website feature, database or Content. The Putnam County Family YMCA may also impose limits on certain features and services or restrict your access to parts or all of the Putnam County Family YMCA website without notice or liability.

## **User Conduct**

You agree that you: (a) will not upload, post or transmit to or distribute or otherwise publish through the Putnam County Family YMCA website any materials which (i) restrict or inhibit any other user from using and enjoying the Putnam County Family YMCA website, (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) contain a virus or other harmful component, (vi) contain any information, software or other material of a commercial nature, (vii) contain advertising of any kind, or (viii) constitute or contain false or misleading indications of origin or statements of fact; and (b) you understand and agree to the policies set forth in the Y's Website [Privacy Policy](#).

## **Indemnity**

You agree to indemnify, defend and hold the Putnam County Family YMCA, and all its officers, directors, owners, agents, employees, information providers, affiliates, licensors and licensees (collectively, the Indemnified Parties) harmless from and against any and all liability and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of these Terms and Conditions of Use, including without limitation, attorneys fees and costs. You agree to cooperate as fully as reasonably required in the defense of any claim. The Putnam County Family YMCA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you will not in any event settle any matter without the written consent of the Putnam County Family YMCA.

## **Links**

The Putnam County Family YMCA website contains links and pointers to other related World Wide Web Internet sites, resources, and sponsors of the Putnam County Family YMCA website. Links to and from the Putnam County Family YMCA website to other third parties, maintained by third parties, do not constitute an endorsement by the Putnam County Family YMCA or any of its subsidiaries or affiliates of any third party resources, or their contents.

## **Disclaimers**

The Putnam County Family YMCA does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed or distributed through the Putnam County Family YMCA website. Any reliance upon any such information is at your sole risk. The Putnam County Family YMCA reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Putnam County Family YMCA website.

The Putnam County Family YMCA does not and cannot review all materials posted to the Putnam County Family YMCA website by users, and the Putnam County Family YMCA is not responsible for any such materials posted by users. However, the Putnam County Family YMCA reserves the right at all times to disclose any information as necessary to satisfy any

law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the Putnam County Family YMCA's sole discretion are objectionable or in violation of this Agreement.

### **No Warranties**

THE PUTNAM COUNTY FAMILY YMCA WEBSITE IS PROVIDED "AS IS," AND THE YMCA OF MIDDLE TENNESSEE AND ITS AFFILIATES WILL NOT BE LIABLE IN ANY WAY FOR THE USE OF THE PUTNAM COUNTY FAMILY YMCA WEBSITE, INCLUDING WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS IN THE SITE. THE PUTNAM COUNTY FAMILY YMCA AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT OF OR INFORMATION IN OR ACCESSED THROUGH THE PUTNAM COUNTY FAMILY YMCA WEBSITE, FOR ANY PRODUCTS OR SERVICES OR HYPERTEXT LINKS TO THIRD PARTIES OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE PUTNAM COUNTY FAMILY YMCA WEBSITE OR ANY LINKED SITE. THE PUTNAM COUNTY FAMILY YMCA AND ITS AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE PUTNAM COUNTY FAMILY YMCA DOES NOT WARRANT THAT THE FUNCTIONS, MATERIALS, OR CONTENT IN THE PUTNAM COUNTY FAMILY YMCA WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PUTNAM COUNTY FAMILY YMCA WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

### **User Communications**

By posting messages, uploading files, inputting data or engaging in any other form of communication (the "Communications") to the Putnam County Family YMCA website, you hereby grant to the Putnam County Family YMCA a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free license to use, copy, license, sublicense, adapt, distribute, display, publicly perform, reproduce, transmit, modify, edit and otherwise exploit such Communications, in all media now known or hereafter developed. You hereby waive all rights to any claim against the Putnam County Family YMCA for any alleged or actual infringements of any proprietary rights, rights of privacy and publicity, moral rights, and rights of attribution in connection with such Communications.

### **Acknowledgement**

You acknowledge that transmissions to and from the Putnam County Family YMCA website are not confidential and your Communications may be read or intercepted by others. You acknowledge that by submitting Communications to Putnam County Family YMCA website, no confidential, fiduciary, contractually implied or other relationship is created between you and the Putnam County Family YMCA other than pursuant to these Terms and Conditions of Use.

### **Jurisdictional Issues**

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the state of Tennessee, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the state of Tennessee.

## **Privacy**

The Putnam County Family YMCA is committed to protecting your privacy and security. You are urged to read the Putnam County Family YMCA.

## **Contact**

If you have any questions about the Terms and Conditions of Use for this site, please contact the Putnam County Family YMCA by sending an e-mail to [info@pcfymca.org](mailto:info@pcfymca.org) or by sending us a letter at the following address:

**Putnam County Family YMCA**  
235 Raider Drive  
Cookeville, TN 38501

## Putnam County Family YMCA Membership Policies and Agreements

I authorize the Putnam 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 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 \$15 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 Putnam County Family YMCA does not refund any membership fees due to non-usage of facilities or programs.

A thirty (30) day termination notification prior to payment draft date is required for cancellation. Notice must be submitted in writing via form available at Welcome Center, by e-mail to Membership Director or Coordinator or from online request on website.

If termination notification is submitted in writing within thirty (30) days of the initial join date, the YMCA will refund the initial payment minus a \$25 administration fee.

Membership cards must be scanned at the front desk to access all facilities.

Membership cards remain the property of the Putnam County Family YMCA and must be surrendered upon demand.

Guests are welcome at the YMCA, space permitting. Limit: One guest per active member. One visit per guest per calendar year. Guests must be accompanied by a member and have a picture ID.

Parents are responsible for the safety and supervision of their children at all times. Children under the age of 12 years may not be left unattended in the facility. Unsupervised workout using cardiovascular equipment or free-weights is not permitted prior to age 16 years without a waiver signed by the legal guardian and completion of YMCA Branch fitness equipment orientation. Children 12 and up who will be entering the facility must have a picture saved in their record.

Membership cards remain the property of the Putnam County Family YMCA and must be surrendered upon demand.

Guests are welcome at the YMCA, space permitting. Limit: One guest per active member. One visit per guest per calendar year. Guests must be accompanied by a member and have a picture ID.

Parents are responsible for the safety and supervision of their children at all times. Children under the age of 12 years may not be left unattended in the facility. Unsupervised workout using cardiovascular equipment or free-weights is not permitted prior to age 16 years without a waiver signed by the legal guardian and completion of YMCA Branch fitness equipment orientation. Children 12 and up who will be entering the facility must have a picture saved in their record.

I understand the Putnam 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.

All Putnam 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 Putnam 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 Putnam 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 Putnam 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, lobby, common areas 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. The Putnam County Family YMCA requests that cell phone usage be reserved for designated cell phone areas only.

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. Putnam 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.