# YMCA OF METROPOLITAN WASHINGTON COVID19 POLICIES AND CODE OF CONDUCT

In compliance with CDC recommendations and local government mandates across each jurisdiction, which are subject to change from time to time, YMCA members, guests and visitors are expected to uphold the following policies and Code of Conduct relating to COVID-19 transmission anytime they are on YMCA property. Please note that due to the varying rates of transmission in each jurisdiction as well as differing requirements of governmental authorities by jurisdiction, the YMCA reserves the right to adjust its policies and Code of Conduct at individual branches – please contact your local YMCA to discuss local requirements. Additionally, the YMCA reserves the right to generally change its COVID-19 policies and Code of Conduct as set forth in this document from time to time, depending on community rates of transmission and based on guidance and/or requirements of the CDC and governmental authorities.

## **COVID 19 POLICIES**

- **YMCA FACILITY ACCESS:** The YMCA reserves the right to modify COVID protocols/policies in response to increasing transmissibility rates and/or relevant guidance or requirements from the CDC and other authorities.
- MASKS/FACIAL COVERINGS: The YMCA policy for masks/facial coverings varies per jurisdiction. Please <u>click here</u> to review the protocols for masks/facial coverings in each branch jurisdiction.
- HEALTH SCREENING QUESTIONS: If required by YMCA policy at the time
  of your visit, members, programs participants, volunteers and staff will be
  asked to answer health screening questions prior to entering a YMCA facility
  or participating in any program or service:
  - 1. Have you been in close contact with a confirmed or presumed confirmed case of COVID-19 in the past 14 days?
  - 2. Are you experiencing a new cough, shortness of breath or sore throat that cannot be attributed to another health condition?
  - 3. Have you had a fever or sense of having a fever in the last 48 hours?
  - 4. Have you had new loss of taste or smell that cannot be attributed to another health condition?
  - 5. Have you had new headaches, chills, muscle aches, nausea, vomiting or diarrhea in the last 24 hours that cannot be contributed to another health condition or specific activity?
  - 6. In the past 7 days, have you traveled outside of the state of Maryland, Virginia, the District of Columbia, Delaware or Pennsylvania?
  - 7. Have you been absent from the Y for the past 90 days or longer? If so, please speak with the Executive Director before visiting the YMCA.

Members, volunteers, program participants and staff that answer "yes" to any of the health screening questions are not permitted to visit (or remain) at the YMCA and cannot return to the YMCA for 14-days.

- **TEMPERATURE CHECK:** If required by YMCA policy at the time of your visit, all members, programs participants, volunteers and staff will be required to comply with the temperature check requirement, which will be taken prior to being permitted to enter the YMCA facility or participate in any program or service. To gain access, you must have a temperature of 100.4 degrees or less per CDC guidelines. (A secondary temperature check may be administered 10 minutes after the initial reading to validate temperature results). Members, volunteers, program participants and staff that have a temperature of 100.4 degrees or higher, are not permitted to visit (or remain) at the YMCA and cannot return to the YMCA for 14-days.
- HYGEINE. If required by YMCA policy at the time of your visit, all members, programs participants, volunteers and staff are asked to wash their hands prior to participating in YMCA programs or services or entering any YMCA facility, and at various entry points within the facility.
- **SOCIAL DISTANCING**. If required by YMCA policy at the time of your visit, all members, volunteers, program participants and staff are required to practice social distancing at all times and to follow any circulation, entrance and egress protocol as outlined by the Y. Conspicuous signage and staff will be positioned to help guide you.
- Whether or not required by Y policy, all members, volunteers, program
  participants and staff generally should take personal precautions by
  practicing recommended hygiene and social distancing to help limit the
  spread of the virus.
- If you see others not practicing social distancing or who in violation of any of the YMCA's COVID-19 protocols, please report to staff leadership. Staff will be in position and have been trained to assist in the oversight of the safety of members, volunteers, program participants and staff. Those who are identified as not following the Y's protocols related to COVID-19 or personal safety may have their membership suspended or terminated.

## CODE OF CONDUCT

#### **USE & PARTICIPATION**

There are certain dangers, risks, illnesses and personal injuries inherent in observing or participating in the YMCA's programs, events, classes, and other activities. The YMCA assumes no responsibility for any loss, damage, illness or injury to person or property that any member, program participant, guest, or their minor child(ren), dependent(s), and their heirs and assigns may sustain as a result of their health or physical condition or resulting from their participation in any activities, programs, events, classes, the use or non-use of any equipment, exercise, activities, classes, events, or programs at any YMCA facility or sponsored by the YMCA. You expressly and voluntarily assume sole and absolute risk for any and all dangers, illnesses and personal injuries that may result from your, your minor child(ren), dependent(s), and their heirs and assigns use, non-use, observation or participation in any programs, events, classes, and other activities while at the YMCA or sponsored by the YMCA.

## **DUTY TO MONITOR HEALTH**

Every member, program participant, or guest, is responsible for monitoring their own physical condition and the condition of their child(ren) or dependent(s) throughout any programs, events, classes, and other activities or physical exercise and, should any unusual symptoms occur, to cease participation and inform the YMCA staff of the symptoms. Prior to engaging or permitting your minor child(ren) or dependent(s) to engage in any YMCA programs, events, classes, and other activities involving physical activity, it is your responsibility to consult with your physician to determine whether you and your child(ren) or dependent(s) are medically able to engage in the programs, events, classes, and other activities or physical exercise generally.

In the event of an emergency YMCA staff may administer first aid, including, but not limited to, C.P.R. and the usage of a defibrillator, and summon emergency response units. YMCA staff will attempt to phone the emergency contacts provided to the YMCA by the member, program participant or guest, but is not required to do so before action is taken. Any and all medical expenses incurred by you or your child(ren) or dependent(s) will be your responsibility, and you expressly release the YMCA and its directors, officers, employees, contractors, agents, counselors, teachers, trainers, volunteers, representatives, successors and assigns from liability associated with the administration of medical aid.

#### COVID-19

Coronavirus, COVID-19, is an extremely contagious virus that spreads easily through person-to-person contact. An inherent risk of exposure to COVID-19 exists in any public place where people are present. 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, reproductive harm, permanent disability, and death. According to the Centers for Disease Control and Prevention, senior citizens and persons with underlying medical conditions are especially vulnerable. You acknowledge that participating in or observing YMCA programs, events, classes, and other activities, or even merely accessing YMCA facilities, may

increase the risk of contracting COVID-19 or other infectious diseases. The YMCA in no way warrants that COVID-19 infection or other infectious diseases will not occur through participation in or observation of YMCA programs, events, classes, and other activities or accessing YMCA facilities. By participating in or observation of YMCA programs, events, classes and other activities, or accessing YMCA facilities, you voluntarily assume all risks associated with exposure to COVID-19. The YMCA will not be liable for any claims associated with, any illness, personal injury, disability or death associated with COVID-19, even if it can be established that you or your child(ren) or dependent(s) contracted an infection through participation in YMCA programs, events, classes, and other activities or accessing YMCA facilities. Anyone exhibiting symptoms of COVID-19 or who was recently exposed to COVID-19 within the preceding 14-day period must refrain from participating or observing, in any YMCA programs, events, classes, and other activities, or access YMCA facilities.

#### WAIVER AND RELEASE

In consideration of the YMCA allowing you and your child(ren) or dependent(s) to use, attend or participate in any programs, events, classes, or other activities at the YMCA or sponsored by the YMCA, you personally and all of your children or dependents, waive, release and forever discharge the YMCA and its directors, officers, employees, contractors, agents, counselors, teachers, trainers, volunteers, representatives, successors and assigns from and against any and all rights and claims for any loss, damage, illness, death or injuries to person or property ("Released Claims") sustained as a result of you or your children's or dependents' attendance or participation in any such programs, events, classes, and other activities, offered or sponsored by the YMCA whether or not such Released Claims results from the negligence of the YMCA or from some other cause. The YMCA may condition the participation of any member, program participant, guest, or their minor child(ren) or dependent(s) on the execution of additional waivers and releases.

## CODE OF CONDUCT

The YMCA is committed to providing a safe and welcoming environment for all members, program participants, guests, volunteers and staff. While at any YMCA facility or program, event, class or other activity, you, your minor child(ren), dependent(s) and any guests must behave in a mature, respectful and responsible manner towards all other individuals and must refrain from any lewd, offensive or dangerous behavior. You are responsible for ensuring your minor child(ren)'s, dependent(s)' and guests' compliance with all YMCA rules and guidelines. All members, program participants, guests and all other individuals must strictly comply with the policies provided in the YMCA membership handbook and follow the instructions of YMCA staff.

The YMCA strictly prohibits any conduct that conflicts with YMCA values; intentionally or unintentionally causes disruption or prevents any YMCA member's, program participant's, or guest's ability to enjoy the programs, events, classes, and other activities, membership; or interferes or frustrates any YMCA staff member's or volunteer's ability to conduct programs, events, classes, and other activities or

their job duties. Any such conduct may result in program withdrawal or termination of membership and access.

Prohibited conduct includes, but is not limited to, the following: (i) illegal or unlawful conduct; (ii) any form of solicitation; (iii) violence or improper physical conduct; (iv) vulgar, insulting, racist, discriminatory, disrespectful, offensive, or angry language of any kind or nature; (v) harassing, threatening or intimidating behavior, words or gestures; (vi) carrying or possessing a weapon of any kind; (vii) use or possession of alcohol or controlled substances (unless such substance is a legally prescribed, necessary medication); (viii) behavior that endangers others or oneself, or causes damage to YMCA property; (ix) lewd or sexual behavior of any nature or kind, or sexual harassment or misconduct; (x) creating excessive noise or disturbances; (xi) inappropriate conduct towards minors; (xii) positive identification of any individual on any sex offender registry; (xiii) conduct that interferes with the YMCA's business; and (xiv) disobeying instructions or requests from YMCA staff.

Every member, program participant or guest is responsible for ensuring their personal comfort and safety. If you experience or observe any inappropriate behavior, you must immediately contact YMCA staff for assistance. The YMCA will investigate all reported incidents. Suspension or termination of YMCA membership or participation may result from any violation of the code of conduct, the membership handbook or YMCA rules. If an annual membership is revoked or terminated within one year of the membership start date, the member will receive a prorated refund of the membership dues; otherwise, however, no refunds of any fees will be provided. The YMCA reserves the right, within its sole discretion, to withdraw program involvement and membership privileges from anyone for any reason that the YMCA, in its sole discretion, considers appropriate or in the interests of the YMCA or its patrons. The YMCA reserves the rights to alter the membership handbook from time to time. Every member is responsible for periodically reviewing the most recent version of the YMCA Membership Handbook.

## **SEX OFFENDER POLICY:**

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 immediately cancel membership of any member, end program participation, and remove visitation access.