

Winona Family YMCA

Terms and Conditions of Use

Effective date: July 31, 2026

Welcome to the Winona Family YMCA website. These Terms and Conditions of Use ("Terms") govern your access to and use of www.winonaymca.org and other online services controlled by the Winona Family YMCA ("YMCA," "we," "us," or "our").

By accessing or using our website, you agree to these Terms. If you do not agree, please do not use the website.

1. Purpose of the Website

Our website provides information about YMCA memberships, programs, services, schedules, events, employment, volunteer opportunities, fundraising, and community resources. It may also provide access to registration, membership, donation, payment, communication, and online-form services operated by the YMCA or third-party providers.

Website content is provided for general informational purposes. It is not a substitute for information provided directly by YMCA staff or contained in a membership agreement, registration form, program policy, waiver, or other applicable agreement.

2. Eligibility and Use by Minors

The website is intended primarily for adults, including parents and legal guardians. No website feature is intended to collect personal information directly from children.

You must be at least 18 years old to establish a membership, make a purchase or donation, register a minor, or enter into another agreement through the website unless a parent or legal guardian authorizes the transaction.

Parents and legal guardians are responsible for information submitted and transactions completed on behalf of minors in their care.

3. Memberships, Registrations, Donations, and Other Transactions

Memberships, program registrations, reservations, donations, payments, and other transactions may be processed through **Daxko** or another authorized service provider.

These transactions may be governed by additional terms, including:

- Membership agreements
- Program rules and eligibility requirements
- Payment and billing authorizations
- Cancellation and refund policies
- Participant waivers and releases
- Codes of conduct
- Safety requirements
- Financial assistance guidelines
- Third-party service terms

If these Terms conflict with a signed membership agreement, registration agreement, waiver, or other transaction-specific terms, the more specific agreement will control for that transaction.

Program availability, schedules, fees, instructors, locations, and other details may change. Submitting a registration or payment does not guarantee participation if eligibility requirements are not met, a program is full or canceled, or the transaction cannot be completed.

4. Accounts and Account Security

Some services may require you to create an account through Daxko or another provider. You agree to:

- Provide accurate and current information
- Maintain the confidentiality of your login credentials
- Use only accounts you are authorized to access
- Promptly update information that changes
- Notify the YMCA or applicable provider if you suspect unauthorized account activity

You are responsible for activity conducted through your account to the extent permitted by law.

5. Acceptable Use

You may use the website only for lawful purposes. You may not:

- Attempt to gain unauthorized access to an account, system, server, or network
- Interfere with the security or operation of the website
- Introduce viruses, malware, harmful code, or disruptive technology
- Use automated tools to scrape, copy, or collect website content or personal information without authorization

- Impersonate another person or misrepresent your identity or authority
- Submit false, fraudulent, threatening, discriminatory, defamatory, obscene, or unlawful content
- Use the website to harass, exploit, or harm another person
- Violate another person's privacy or intellectual property rights
- Use YMCA names, logos, content, or systems for unauthorized commercial purposes
- Assist another person in engaging in prohibited activity

We may restrict or terminate access when we reasonably believe these Terms, YMCA policies, or applicable laws have been violated.

6. Information and Materials You Submit

Our website may allow you to submit information through Google Forms, Jotform, Daxko, contact forms, applications, surveys, or other tools.

You represent that:

- The information you provide is accurate to the best of your knowledge
- You are authorized to provide the information
- Your submission does not violate the rights of another person
- You have permission to provide information about a child or another household member when applicable

You retain ownership of original content you submit. You give the YMCA permission to receive, store, review, reproduce, and use that content as reasonably necessary to respond to your request, process a transaction, administer a program, maintain records, or carry out the purpose for which it was submitted.

Submitting content does not give the YMCA permission to use a person's name, image, story, or likeness for public promotional purposes unless separate permission has been provided.

Please do not submit Social Security numbers, complete payment card information, medical records, or other highly sensitive information through general contact forms or unsecured email.

7. Health, Fitness, and Safety Information

Information concerning exercise, wellness, nutrition, aquatics, sports, or other physical activities is provided for general educational purposes and is not medical advice, diagnosis, or treatment.

Participation in physical activity involves inherent risks. Before beginning a new exercise or wellness program, consider whether you should consult a qualified healthcare professional, particularly if you have an injury, medical condition, symptoms, or concerns about your ability to participate safely.

Website information does not replace:

- Advice from a qualified healthcare professional
- An in-person safety assessment
- YMCA staff instructions
- Program-specific rules or waivers
- Emergency assistance

If you are experiencing a medical emergency, call **911**. Do not use the website, email, or an online form to request emergency assistance.

8. Schedules, Closures, and Website Accuracy

We make reasonable efforts to keep website information accurate and current. However, schedules, hours, fees, availability, policies, and program details may change without advance notice.

Website content may occasionally contain errors, omissions, or outdated information. Please contact the YMCA if you need to confirm information before visiting, registering, or making a decision based on website content.

The YMCA may correct errors, update content, cancel or modify programs, or change website features at any time.

9. Email and Text Communications

If you provide your contact information or enroll in communications, you may receive email or text messages through Daxko or another authorized service provider.

Consent to receive promotional text messages is not required as a condition of purchasing a membership or registering for a program unless clearly stated and legally permitted. Message frequency may vary, and message and data rates may apply.

You may unsubscribe from promotional emails using the link included in the message. You may opt out of promotional text messages by following the instructions provided.

We may continue to send nonpromotional communications concerning transactions, account activity, safety, emergencies, closures, schedule changes, or services you requested.

10. Intellectual Property

Unless otherwise stated, website content—including text, graphics, photographs, videos, designs, logos, icons, documents, and other materials—is owned by or licensed to the Winona Family YMCA and is protected by applicable intellectual property laws.

YMCA names, logos, and trademarks may also be owned by YMCA of the USA or used under license.

You may view, download, or print website materials for personal, noncommercial use. You may not reproduce, modify, distribute, publish, sell, publicly display, or commercially exploit website content without prior written permission from the appropriate rights holder.

11. Third-Party Services and Links

Our website may link to or use services provided by Daxko, Google, Jotform, social media platforms, payment processors, community partners, and other third parties.

Third-party websites and services are governed by their own terms and privacy policies. The YMCA does not control and is not responsible for the availability, security, accuracy, content, or practices of unaffiliated third-party services.

A link to another organization does not necessarily constitute an endorsement of that organization, its products, or its services.

12. Privacy

Our collection and use of personal information are described in the Winona Family YMCA Privacy Policy. By using the website, you acknowledge that you have had an opportunity to review that policy.

13. Accessibility

The Winona Family YMCA is committed to providing a welcoming and accessible experience. If you experience difficulty accessing website content or need information in another format, please contact us at info@winonaymca.org or **507-454-1520**. We will make reasonable efforts to provide assistance.

14. Website Availability and Security

We work to maintain a secure and reliable website, but we cannot guarantee that the website will always be available, uninterrupted, error-free, or free from harmful components.

We may suspend, restrict, modify, or discontinue any part of the website for maintenance, security, operational, or other reasons.

You are responsible for using reasonable security measures when accessing the website, including maintaining current device software and protecting your account credentials.

15. Disclaimer of Warranties

To the fullest extent permitted by law, the website and its content are provided on an “as is” and “as available” basis. The YMCA disclaims warranties not expressly provided in writing, including implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.

Nothing in these Terms excludes warranties or protections that cannot lawfully be excluded.

16. Limitation of Liability

To the fullest extent permitted by law, the Winona Family YMCA and its directors, officers, employees, volunteers, and agents will not be liable for indirect, incidental, special, consequential, or punitive damages arising from or related to your use of—or inability to use—the website or an unaffiliated third-party service.

The YMCA is not responsible for losses caused by circumstances outside its reasonable control, including internet interruptions, unauthorized third-party activity, service-provider outages, or harmful software not introduced by the YMCA.

These limitations do not apply where liability cannot legally be limited or excluded. They also do not replace or expand any liability provisions contained in a membership agreement, program waiver, or other specific agreement.

17. Indemnification

To the fullest extent permitted by law, you agree to be responsible for claims, losses, or expenses arising from your unlawful use of the website, your material violation of these Terms, or your infringement of another person’s rights.

This provision does not require you to indemnify the YMCA for claims caused by the YMCA’s own negligence or unlawful conduct.

18. Governing Law

These Terms are governed by the laws of the State of Minnesota, without regard to conflict-of-law principles.

Unless applicable law requires otherwise, legal proceedings concerning these Terms or use of the website must be brought in a state or federal court with jurisdiction over Winona County, Minnesota.

19. Changes to These Terms

We may update these Terms to reflect changes in our website, services, practices, or legal obligations. The effective date at the top will show when the Terms were most recently revised.

Your continued use of the website after updated Terms are posted constitutes acceptance of the revised Terms to the extent permitted by law. Material changes may also be communicated through the website or other appropriate means.

Changes will not retroactively modify a separate membership agreement, registration agreement, waiver, or completed transaction unless permitted by that agreement and applicable law.

20. Severability and Waiver

If any provision of these Terms is found unenforceable, the remaining provisions will continue in effect to the extent permitted by law.

A failure by the YMCA to enforce a provision does not waive its right to enforce that provision or another provision later.

21. Contact Us

Questions about these Terms may be directed to:

Winona Family YMCA

902 Parks Avenue

Winona, MN 55987

Phone: 507-454-1520

Email: info@winonaymca.org