

# TERMS & CONDITIONS OF MEMBERSHIP



## Entry

For access identification purposes only, as a condition of Membership we will take a photo of you to attach to your account on our digital Membership database. If you require an exception, you will need to show photo ID each time you check in at the Public Facilities. All members will be issued with a Membership Key Tag. These must be valid and must be scanned at the FRONT DESK or MEMBERS ENTRANCE before entering a Public Facility. A \$5.00 fee will be charged to re-issue membership tags. Non-members and casual daily users must pay the applicable fee before being allowed access to the Public Facility. You are not permitted to allow anyone else to use your membership key tag. If you do so, your membership may be terminated immediately without notice.

## Physical Condition, No Medical Advice & No Insurance

I represent that I am in good physical condition and have no medical reason or impairment that might prevent me from my intended use of the Public Facilities. I understand and acknowledge that the City will not and cannot provide me any medical advice. If I have any health or medical concerns now or after I join, I will discuss them with my doctor before using the Public Facilities. I hereby also consent to emergency medical procedures deemed advisable for myself or my child in the event I cannot be reached and my child or I have sustained an injury. The City does not provide accident or hospitalization insurance for participants for users of its Public Facilities.

I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in recreational activities, and that I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

## Rules and Regulations.

Each of the Public Facilities has its own rules. You must not carry out any illegal acts on the Public Facilities premises, and you must comply with each Public Facilities' health and safety requirements. The City may, in its sole discretion, modify its rules, regulations or policies without notice at any time. A copy of any rules and regulations may also be found at [www.cityofcordova.net](http://www.cityofcordova.net). The City reserves the right, at its own discretion and acting reasonably, to refuse entry, terminate a membership, or ask a member or casual user to leave the Public Facilities. This can happen if you or your child/dependent do not adhere to the conditions of membership or the relevant Public Facilities rules, act in a breach of our health and safety policies (including exercises that are unsafe for you), behave in an inappropriate manner toward other customers and staff, or you are under the influence of drugs and/or alcohol. **I agree to abide any rules and regulations posted at the Public Facilities or communicated by City staff.**

## Use of Public Facilities and hours of operation

Use of the Public Facilities, services, classes, programs, and equipment may have limited hours, be discontinued altogether at any time, or be offered on a "first come-first served" basis. The City reserves the right to charge a separate participation fee for any of these Public Facilities, services, classes, or programs. The City reserves the right to vary, add or eliminate from time to time any of the Public Facilities or services provided by the City.

## Unavailability of facility or service

I agree to accept the fact that a particular Public Facility or service may be unavailable at any time due to prior booking, scheduled maintenance closure, mechanical breakdown, fire, natural disaster, or any other reason. I understand that this is built into my membership cost and my membership will not be extended, prorated, or refunded due to facility closures or access issues.

## Minors (under 18)

Parent/Guardian: **In exchange of the City allowing my minor child to use the Public Facilities, I agree to the Terms and Conditions in this Agreement on their behalf.**

Bidarki Recreation Center: I understand that no child under the age of 14 is permitted on the weights/cardio floors.

Bob Korn Memorial Swimming Pool: I also understand that I am required to actively supervise my child under the age of 14 in and around the water at the swimming pool. Please understand and recognize that lifeguards are not responsible for providing supervision or assessing your swimming skills or those of your minor child; rather, lifeguards are responsible for enforcing safety rules and responding to emergencies.

## Fees and Payments

All memberships and passes are a fixed term and paid-in-full at time of purchase e.g., ten-visit, twenty-visit, month, or annual. At the end of your fixed term your membership will automatically expire. Membership fees must be paid in advance by cash, check, or credit card. Checks are payable to the City of Cordova. Workplace Wellness Memberships are via employer payroll deductions only.

## Transfer, Cancellations and Refunds

All memberships are non-transferable. Visit passes and month memberships are unable to be cancelled and are non-refundable. Annual memberships can only be cancelled if the members permanently moves outside of Cordova or for a medical reason that would prohibit the member from using the Public Facilities (medical certificate required). Fourteen (14) days written notice is required. All Workplace Wellness memberships are non-refundable.

Refunds may be pro-rated dependent on number of months remaining on membership term and are subject to be being accepted by the City of Cordova. Failure to use the Public Facilities will not entitle you to receive a refund on your membership fee.

The City reserves the right at our discretion to cancel and terminate your membership with immediate effect, for breaching any Public Facility Rules, any other rules and conditions imposed by us, non-payment of fees, or any other lawful and reasonable direction we give you. If your Membership is cancelled you will be excluded from the Public Facilities.

## Use of Bidarki Recreation Center during Unstaffed Hours:

I understand that my membership (if 18 years and older) at the Public Facility may allow unsupervised access at various times throughout the day. These times are called "unstaffed hours". As such, I am aware that there may be no supervision or assistance at the Public Facility. I am aware that the Staffed hours may change at the sole discretion of the City. I am aware if I get injured, become unconscious, suffer a stroke or heart attack or any other medical emergency or event, there will likely be no one to respond to my emergency and that the City has no duty to provide assistance to me while I am at the Public Facility. I understand even though the Public Facility is equipped with surveillance cameras, these record, but are not monitored continuously; help will not be available during unstaffed hours. I understand where the Public Facility first aid stations and the automatic external defibrillator (AED) are located in the Public Facility. The saunas will be unavailable during unstaffed hours.

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### **Equipment Use - Bidarki Recreation Center**

To ensure all participants have access to cardio equipment, users must limit their time to 30 minutes.

Out of courtesy for others, all members are expected to re-rack weights after use. Free weights should not be dropped. In addition, all mats, accessories and stretching equipment must be put away after use. In an effort to keep our facilities clean, and prevent the spread of germs, members are encouraged to wipe down equipment after each use, with the provided sanitizer.

### **Equipment/Property Damage & Personal Property**

I agree to use all equipment and property of the City of Cordova for its intended use. I understand that if City property and/or equipment is damaged due to a direct result of my use that I am responsible for all costs incurred by the City to fix or replace the damaged property/equipment. I agree that the City of Cordova is not responsible for stolen, damaged, or lost personal property.

### **Promotional Images and Marketing Materials**

I hereby give permission that any audio and/or visual images captured of me during regular activities at the Public Facilities through audio, photo, and/or video means will be used solely for the City's promotional material, multimedia, and publication purposes without further permission and any compensation to me. I hereby consent to receive marketing materials related to my membership from the City of Cordova. **To OPT OUT please email [parksadmin@cityofcordova.net](mailto:parksadmin@cityofcordova.net).**