

COURTSPORTS ATHLETIC CLUB

Rules and Regulations



❑ HOURS OF OPERATION

Both Clubs	Monday through Thursday	5:00 am – 11:00 pm
	Friday	5:00 am – 10:00 pm
	Saturday & Sunday	8:00 am – 8:00 pm

Prime Time Hours: Monday - Friday 5:00 am – 7:00 am and 4:00 pm – 8:30 pm. Bronze members may not be in the Club during this time without paying a \$6 fee.

Holiday Hours and Summer Hours: The Clubs are open most holidays, but with shortened hours. Both Clubs are closed on Christmas Day. During the summer months, the hours of operation may be shortened, depending on usage.

Maintenance Week: The Club reserves the right to close for up to one full week (7 days) each year at each Club, typically during the month of May or August, for general repair and maintenance. There will be no reduction in dues for that month.

Changes: These hours of operation may be changed from time to time and may vary for holidays, special occasions or maintenance at the discretion of management. Notice of any change will be posted on the premises.

❑ **REGISTRATION:** All members and guests are required to check in at the Service Desk when entering the Club by dropping off their membership card. The cards are kept while members use the Club and are returned when members leave. Members who forget their cards will need another form of picture ID.

❑ **MEMBERSHIP CHANGE:** Members of the Club are entitled to change their membership classification by **written request** to the Club and shall be responsible for fees and dues adjustment. Changes in membership status are made by completing the Club "Change of Membership" form at the Service Desk by the 30th of each month for the following month. No change shall be retroactive. A \$20 change fee, plus an adjustment on the last month dues deposit and the current month dues will be assessed. Family members may only include spouse or live-in partner and dependent children under 21 years old and who are still living at home.

❑ **FREEZING OF MEMBERSHIP:** Members may apply to freeze their membership by **written request** if (1) they are out of the area for 2 months or longer, or (2) they have a prolonged illness/injury for 2 months or longer, in which case a doctor's verification will be required. A \$20 Change Fee is required initially and a Freeze Fee of \$10 per month is assessed (including the first month) to maintain the membership. In the case of a couple or family, the non-freeze persons may downgrade to a single (or couple). See "Membership Change". *Freezing a membership will extend the Lifestyle Agreement commitment by the length of time that the membership is on freeze and is not retroactive.*

❑ **FITNESS APPOINTMENTS:** Two hours of free fitness orientations are available to all new members. No member under the age of 14 may be in the exercise areas until that member has received proper instruction from our staff through the free orientations. All members are encouraged to see a physician for an examination before undertaking any new activity and to have an annual general examination. Members should give written notice to the Club of any medical condition, disease or other malady that may require special treatment or precautions. All new members are required to fill out a Health History Questionnaire. Fitness orientations are recommended before starting any fitness program.

❑ **GUESTS:** Members are encouraged to bring guests. Guests must come in with the member and must leave a piece of photo ID at the Service Desk. A guest fee is paid before the commencement of Club use and is good for one day of usage. A free guest day is offered once a month on a designated day. On this day, two guests per membership are allowed free access. Members are responsible for insuring that guests follow Courtsports rules and regulations.

Guest Accompanied by a Member:	Adults (18-61 years)	\$10.
	Juniors (Under 18 years) and Seniors (Over 62 years)	\$ 6
Drop-In-	A non-member unaccompanied by a member:	\$15

❑ RACQUETBALL COURT RESERVATIONS / CANCELLATION:

Members may reserve racquetball courts up to 2 days in advance, with 2 players. Only one court hour may be reserved during Prime Time unless playing doubles. This includes leagues. A minimum of 2 hours advance notice of cancellation is required.

❑ **LOCKERS: Daily Use Lockers** are available on a per visit basis at no charge and items must be removed following each visit. Members are requested to bring their own locks and to lock the contents of their locker. **Permanent Lockers** may be rented through the Service Desk at a charge of \$6/month. 5% discount on annual prepays. Unauthorized padlocks are cut off periodically and the contents removed.

❑ **TOWEL SERVICE:** Towels are available (one towel per day) for a rental fee of \$.50/ towel or \$6/month. 5% discount on annual prepays. Your membership card and the computer will indicate towel service.

❑ ATTIRE & EQUIPMENT:

- ♦ Only clean athletic shoes (non-marking soles) are to be worn while exercising.
- ♦ Shirts and shoes must be worn at all times when outside the locker room or pool.
- ♦ Neat gym attire only. Street clothing is not permitted on the courts, in the gym or when using the fitness areas.
- ♦ Racquetball eye guards are required for all racquetball players.
- ♦ Only swimming attire (swimming or lycra aerobic wear) is permitted in the pool.
- ♦ Cardiovascular Center: There is a 20-minute time limit per machine when all other units of the same type are in use. Disinfectant solution and towels are provided to wipe down the equipment after each use.

❑ MISCELLANEOUS RULES:

- ♦ No doctors, first aid or paramedic personnel shall be made available by the Club.
- ♦ No smoking will be permitted in the Club or on Club property.
- ♦ No animals will be allowed in the Club or left loose on the premises.
- ♦ Food and drinks are not allowed beyond the lounge area (except water bottles).
- ♦ Do not take glass items into the locker room.
- ♦ All members shall refrain from using loud or foul language and from any type of harassment of members or staff.
- ♦ Cell phone usage is not allowed in the locker rooms.
- ♦ In the event that substantial facilities become unavailable for members to use due to damage by fire, act of God, catastrophe, accident, construction or extraordinary maintenance, the membership of each member will be extended for a period equal to the time of such unavailability if any such condition lasts more than seven (7) days.
- ♦ Acceptance of membership and / or usage of Club facilities constitutes acceptance of these rules.

❑ CHILDREN'S POLICIES:

All children using Courtsports facilities must be on a Family Membership or pay a non-member guest fee.

Children under the age of 14 must be within the arms reach of a parent or a supervising adult (18 years or older) at all times.

All children are expected to display mature behavior in the locker rooms, exercise areas, and lounges of the Club. In an effort to have a positive environment for both adults and children, the following procedures will be taken in response to inappropriate behavior: 1. Warning to child 2. Parent will be notified. 3. Expulsion from the Club for a minimum of 2 weeks.

- ♦ **POOL:** State law requires all children under 14 years of age be accompanied by an adult in the pool and spa areas
Family Swim: During Family Swim times, parents are responsible for the actions and safety of their children. An adult, 18 years or older, who is actively supervising must accompany children. Children 14 years or older may use the pool during Family Swim times without an adult if there are other people present.
Supervised KidSwim: Children who are 6 years old, 40" tall and able to swim the width of the pool may be checked in with the Pool Supervisor during KidSwim.
- ♦ **Jacuzzi:** Children may use Jacuzzi if accompanied by an adult.

Children's Policies: Under 8 years of age:

- ♦ If not with an adult, children under 8 years must be in the Kids Klub.
- ♦ May use the pool during Family Swim with a responsible parent.
- ♦ May participate in Supervised KidSwim if they are 6 years old, 40" tall and able to swim the width of the pool.
- ♦ May use courts and gym, but must have adult supervision.
- ♦ May participate in a club-supervised junior activity.
- ♦ Children may not use opposite sex locker rooms after their 4th birthday. Family Changing Rooms are available at both Clubs, as well as an on-deck pool shower.
- ♦ May not be in or use the weight room or cardio-center, and may not attend Group Fitness or Aqua-Aerobic classes

Children's Policies: 8-13 years of age:

- ♦ All of the above PLUS
- ♦ May use fitness center, but must be set up on a program by the fitness staff and must have a parent or guardian within arms reach at all times.
- ♦ May attend Group Fitness and Aqua-Aerobic classes with a supervising adult.
- ♦ May sit in lobby and do homework or watch television, but unsupervised 8-13 year olds may not leave this area until a parent is present.

Children's Policies: 14-18 years of age:

- ♦ All juniors 14 and over will be treated as an adult member of the club (exception Adult Swim – minimum age of 18).

COURTSPOrts ATHLETIC CLUB

Rules and Regulations



❑ INTRODUCTION

The following rules and regulations supersede all previous Club rules and regulations. These rules form a part of the membership agreement and are applicable to the use of Courtsports Athletic Club.

❑ MEMBERSHIP

◆ Definition - No Property Rights

All memberships are non-voting and non-proprietary and shall be subject to termination as hereinafter set forth. Membership will not confer or carry with it any interest in the property or assets or right on the part of the members to participate in the management of the Club, financially or otherwise. The applicant is not purchasing stock in the Club, but rather a membership entitling him or her to use the Club's facilities. Termination of the Club shall terminate each membership.

◆ Application for Membership

All applications for membership are subject to approval by the Club, which shall have the sole discretion to approve or reject same for any reason whatsoever.

◆ Family Membership

Children of members under 21 years of age, unmarried, and still living at home, and the spouse or live-in partner of the member may have the privileges of the Club extended to them under a family membership. However, the parents of the children under 18 years of age must sign a Courtsports Athletic Club "Waiver Release" form releasing the Club from legal liability for the child's use of the Club premises.

◆ Membership Cards

A membership card will be issued to each member. Members must be prepared to leave membership card at the Service Desk. Membership cards are not transferable and membership privileges will be suspended for members allowing non-members to use their card.

◆ Transfer of Membership

Memberships are non-transferable, non-assignable and non-refundable.

❑ TERMINATION OF MEMBERSHIP

◆ By the Member

1. **Any member may terminate his or her membership privileges at the Club by delivery of WRITTEN NOTICE of termination to the bookkeeper or management by the 30th of the prior month.**

Termination notice forms are available at the Club Service Desk. Such termination of membership DOES NOT release the individual from liability for any unpaid dues or charges through the month of termination. Prepaid last month's dues will cover the last thirty days effective from the date of receipt of the termination notice. A membership termination is not retroactive and a terminating member shall not be entitled to a refund of any part of the initiation fee or monthly dues.

2. All membership cards should be returned to the office at the time of termination as a condition of membership termination. Such cards remain the property of Courtsports Athletic Club.

3. Members' obligation for all dues, fees, and charges per this agreement continue and accrue until the actual date of termination of this agreement that includes 30 days advanced written notification of termination per paragraph III. A. 1 above.

4. No member who terminates his/her membership in the Club or is terminated by the Club shall be allowed use of the Club as a non-member/guest if the member does not terminate in good standing.

◆ By the Club

1. The Club shall be entitled to terminate a membership after giving such member a written notice of termination upon the occurrence of any of the following:

a. Failure of the member to pay all fees or charges owed by him or her within 45 days of the due date. Last month's dues will be applied and to reinstate membership, another initiation fee will be required.

b. For violation of any of the Club's rules and regulations contained herein or posted on Club premises.

c. Conduct by the member, while on the premises of the Club, which in the reasonable opinion of the Club management is unbecoming a member or causes annoyance to the Club, other members or guests.

d. Abuse of the facilities by the member including but not limited to throwing of racquets that results in damage to the floors or walls, dropping weights, and improper usage of cardio equipment.

e. Theft or unauthorized use of any property belonging to the Club, Club members or non-members.

❑ FINANCIAL OBLIGATIONS - FEES AND PAYMENTS

◆ If any member becomes delinquent in payment of dues, the Club may refuse to permit the member use of the facilities until said delinquency is paid in full.

◆ A member paying monthly dues is responsible for payment of such dues whether or not he or she uses the Club.

◆ A service charge of \$20 will be assessed on each check or credit card debits returned for insufficient funds and members shall be responsible for any collection and legal fees incurred in connection with the collection of said checks by Courtsports Athletic Club.

◆ In case of injury to a member, a member is still responsible for regular monthly dues unless he or she has submitted written notification to the Club, and the membership status change has been approved by Club Management. No approved dues adjustment may predate the receipt of written notification.

◆ Courtsports Athletic Club shall be entitled to and member agrees to pay all costs of collections, including reasonable attorney fees, in the event of any default in the payments of any dues or charges, together with all court costs and related legal appeals incurred in connection therewith.

◆ **Typically there is an annual dues increase. This dues increase will be announced in the preceding month's newsletter and posted on the premises, then automatically reflected on the monthly billing statement and/or EFT debit amount.**

❑ USE OF PROPERTY

Each member of the Club shall be liable for any property damage, theft or removal and/or personal injury at the Club or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, or the member's nominee, guests or family. It shall be the obligation of the member to pay for any costs involved upon presentation of a statement thereof. **Any member, guest, or other person who in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated or organized, arranged or sponsored by the Club, either on or off the Club, shall do so at his or her own risk, waives any legal claims against the Club, its agents or employees and shall hold the Club, its owners, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage, all liability, sustained, or incurred by him or her resulting there from, and/or resulting from any act of any owner, employee, representative, or agent of the Club.** The Club shall not be responsible or liable to members or their guests for articles lost or stolen in the Club, or from the lockers, or for loss or damages to any other property, including automobiles and contents.

❑ AGREEMENT OF MEMBERSHIP AND RIGHT TO REGULATE USE OF PROPERTY

These rules and regulations, along with the rules posted on the Club premises, as the same may be revised, supplemented or amended from time to time, shall be considered a part of the agreement of membership, and the membership rights and privileges of each member of the Club shall be governed thereby. Any person who shall exercise membership privileges in the Club shall be conclusively presumed to have, by such an act, agreed to be bound by these rules and regulations, as the same may be revised, supplemented or amended from time to time, regardless of whether he or she has signed a copy of these rules and regulations.