



Cuyama Valley Recreation District

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FITNESS CENTER MEMBER POLICIES & PROCEDURES

INTRODUCTION

The CVRD Fitness Center has created policies, procedures, rules and regulations designed to provide for the safe, enjoyable and healthy use of our club and events by you – our members and guests. These policies apply to your conduct within the Fitness Center. They also apply to your conduct during our programs, training, events or other Fitness Center sponsored activities either on or off the premises. Violation of any of these policies may result in your membership to be suspended or terminated. We reserve the right to have the final decision on all questions regarding these policies. We reserve the right to change these policies at any time with or without notice. You may find the most recent version of these policies online at www.CVRDFun.com and click on Fitness Center. As a member or guest of the CVRD Fitness Center, you are responsible to review and comply with these policies at all times.

MEMBERSHIP

Your membership permits you to use the CVRD Fitness Center, equipment and services located at the CVRD Montgomery Hall, 4885 Primero Street, New Cuyama, CA 93254. This agreement has no term end date and does not require a cancellation notice. Your membership is non-transferrable and it does not give you any rights in the management, property or operation of the Fitness Center. The minimum age for membership is 15 years old. The Fitness Center shall have full power and authority to establish various categories of membership. Categories of membership may be changed by the CVRD from time to time.

GENERAL RULES

Member agrees to abide by all rules and regulations of the Fitness Center as it appears in this agreement now in effect and as may be amended from time to time. All signs posted in the Fitness Center shall be considered a part of the rules and regulations.

1. All members must sign in the daily sign-in sheet.
2. Appropriate workout attire is required. Cut-offs, denim, street shoes, open toes shoes, sandals, clothing with obscene language, etc. are prohibited. CVRD staff reserves the right to refuse access to members or guests in violation of the dress code guidelines.
3. No smoking, alcohol, firearms or illegal drugs are permitted on the premises.
4. Food or beverages (with the exception of water) is prohibited in the Fitness Center.
5. We strive to uphold a safe, fun environment. As such, we expect proper, respectful conduct on the premises at all times. We do not permit disrespectful conduct toward members, guests, employees, or vendors, including but not limited to vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or other inappropriate conduct or language.
6. You may not enter the premises if you have a contagious illness that may be transferred through ordinary use of our equipment, services or programs. You must cover exposed lesions and/or rashes.
7. You may not bring any animal on the premises unless it is a service animal performing its duties in the care of a person who requires its assistance or is an on-duty law enforcement animal. All animals must remain leashed or caged and under a responsible person's control at all times.

8. The use of mobile phones is restricted to the use of personal music (with headphones) only. Private telephone conversations are not permitted in the workout areas. Cell phone cameras or the like are not to be used at any time in the Fitness Center.
9. Members and guests are expected to help keep the Fitness Center neat and tidy out of consideration for other members. This includes replacing all free weights to their respective racks; placing all litter in conveniently located waste receptacles; placing dirty towels in the towel bin; wiping all equipment down following use; re-organizing magazines when finished reading; etc.
10. Members are asked not to monopolize the time on equipment out of consideration for your fellow members.
11. Juniors must be 12 years of age or older to have access to the Fitness Center. Anyone under the age of 18 must be accompanied by a parent or guardian.
12. Television is available for your convenience. Please be respectful of others using the gym and do not play offensive music or television or play either at a level so that it may damage the equipment or annoy other members.
13. Lost & Found items will be sent the CVRD office. Such items may be claimed by checking with the office and providing a specific description of the respective item(s). All Lost & Found items will be disposed of after 7 days.
14. The CVRD prohibits the display of any form of promotion or advertising in the Fitness Center without the express written consent of the CVRD.
15. If you are injured while on the premises, please seek immediate assistance from a CVRD employee if available. If an employee is not on-site, please contact the CVRD office the next business day during office hours so an accident/incident report can be completed.
16. You may not solicit or conduct on the premises any personal training of members, with or without compensation. The CVRD retains sole discretion to determine whether a member or guest is engaged in personal training.
17. Members and guests are expected to conduct themselves in a friendly and civil manner while using the Fitness Center. Failure to treat others in a dignified and respectful manner may result in corrective action, up to and including termination of membership.
18. You may not damage the Fitness Center in any way, including but not limited to any damage to, or theft of, exercise equipment, towels, supplies or other CVRD property. If you, or a guest, damages the Fitness Center, you may be liable to pay for it.
19. The CVRD reserves the right to close or restrict access, without advance notice, to any area of or the entire Fitness Center for any reason, including but not limited to closures or restrictions related to construction, remodeling, repair, or maintenance (whether planned or unplanned), wellness fairs, or for health or safety reasons, including but not limited to weather, natural disasters, power outages, and medical issues. Your obligation to pay membership dues is not dependent upon usage, availability or access to the Fitness Center.

PASSCODES

1. Passcodes are only available to members ages 18 and over. Minors will not be issued a passcode.
2. Codes are individually programmed for each member. Under no circumstances are members allowed to share codes or give their code to anyone for entry into the Fitness Center.
3. Passcode entry is for use of the Fitness Center only. It is not to be used as access to the rest of the hall.
4. Failure to comply with passcode rules may result in termination of membership.

PHYSICAL CONDITION

The member represents that he/she is in good physical condition and has no medical reason, impairment or disability that might prevent him/her from using all Fitness Center facilities. The member acknowledges that the CVRD did not give him/her any medical advice before joining which might relate to a member's physical condition or the ability to use the Fitness Center facilities. If the member has any health or medical concerns now or after joining, he/she should discuss them with a

medical professional before using the Fitness Center. Prior to engaging in vigorous exercise at the Fitness Center, the member is encouraged to obtain a medical professionals' approval to exercise or undergo a cardiovascular stress test.

FINANCIAL

The fees paid for membership are non-refundable. All sums due under the terms of this agreement shall be paid with cash or check on or before the due date. Unless the member has a prepaid yearly membership, the CVRD may increase the dues and fees at any time. The CVRD will post written notice in the Fitness Center at least 30-day prior to any fee increase.

CANCELLATION AND TERMINATION

Member may terminate the membership by not renewing at the due date. Any fees paid prior to termination are not refundable. Upon termination, passcodes will be disabled. The CVRD, at its option, may terminate the membership if a) the monthly payment is not made, b) the member's conduct is improper or harmful to the best interest of the Fitness Center or any other members, c) the member fails to follow any of the Fitness Center policies and rules or violates any part of this agreement, d) for any other reason not stated in this agreement nor prohibited by law. Termination is effective on the date the CVRD mails written notice to the members last known mailing address. The member may not be allowed to use the Fitness Center after such cancellation. Upon cancellation, the member's right to use the Fitness Center ends and the CVRD can deny the member access to the Fitness Center at any time.

LIABILITY FOR PROPERTY

The CVRD is not liable to you or your guests for articles, including automobiles or their contents, that are damaged, lost or stolen while in or about the Fitness Center premises. If you or your guest cause any damage to CVRD facilities, you are liable to the CVRD for the cost of repair or replacement.

ANTI-HARASSMENT POLICY

The CVRD strictly enforces an anti-harassment policy with its members, guests, employees and extra program participants. Our goal is to provide an environment free from tensions created by nonworking-related conduct, including ethnic, racial, sexual or religious remarks, animosity, invasion of personal space, unwelcome staring or sexual advances, or requests for sexual favors or other such conduct. Harassment includes, without limitations, verbal harassment (epithets, derogatory statements, slurs), physical harassment (assault, physical interference with normal work or involvement), visual harassment (posters, cartoons, drawings, "eye-groping", etc.), and innuendo. Violation of this conduct may result in suspension or termination of membership privileges.

COMPLAINTS AND DISPUTES

Complaints by members about any aspect of the Fitness Center should be made in writing to the CVRD. All complaints shall be reviewed by the Director.

MANAGEMENT AND OPERATIONS

The operation and management of the Fitness Center shall be vested by the CVRD. The CVRD is authorized and empowered, and shall have the sole right, in its discretion, to make changes in the schedule of charges, rules and regulations, membership categories, membership rights and privileges, guest policies, benefits, hours of operation, member usage, operations, management, services, personnel and all other aspects of or relating to the Fitness Center, including the facilities and all related equipment. As stated above, there are no guarantees that any particular facility or service of the Fitness Center will always be made available.

ENFORCEMENT BY THE CVRD

The CVRD shall have the right to enforce the provisions of this agreement and the rules and regulations of the Fitness Center by taking appropriate legal action, including seeking a) to recover damages, b) injunctive relief and c) other legal and equitable relief. Disciplinary action for violation

of rules shall consist of one warning (both verbal and in writing), followed by termination of membership. Blatant violations or misconduct may call for immediate termination without any warnings.

ENTIRE AGREEMENT CLAUSE

The member acknowledges that neither the CVRD nor anyone else has made any representations or promises upon which he/she relied that are not stated in this agreement. This document contains the entire agreement between the member and the CVRD and replaces any oral or other written agreement. If the CVRD does not enforce any right in this agreement for any reason, the CVRD does not waive its right to enforce it later.

WAIVER OF LIABILITY

In consideration of being permitted to participate in any way in the Fitness Center I (or my minor child), for myself for personal representatives, assigns, heirs, and next of kin recognize that the Fitness Center may involve strenuous physical activity including, but not limited to, muscle strength and endurance training, cardiovascular conditioning and training, and other various fitness activities. I affirm that I (or my minor child) am (is) in good physical condition and do not suffer from any known disability or condition which would prevent or limit my participation in this exercise program. I acknowledge that my (or my minor child's) enrollment in subsequent participation in this program is purely voluntary and in no way is mandated by the CVRD. I understand that these activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death. These risks and dangers may be caused by my (or my minor child's) own actions or inactions, the actions or inactions of other participating in the program, the condition in which the program takes place, or the negligence of the CVRD. There may be other risks and social and economic losses either not known to me (or my minor child) or not readily foreseeable at this time and I fully accept and assume all such risks and responsibility for losses, costs and damages I (or my minor child) may incur as a result of my participation in this activity. I hereby release, discharge, and covenant not to sue the CVRD, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, and advertisers from all liability, claims, demands, losses, or damages on my (or my minor child's) account caused or alleged to be caused in whole or in part by the negligence of the CVRD or otherwise, including negligent rescue operations and I further agree that if, despite this release and waiver of liability, I or anyone on my behalf, makes a claim against any of the above mentioned members, I will indemnify, save, and hold harmless each of the above mentioned members from any litigation expenses, attorney fees, loss liability, damage, or cost which may incur as a result of such claim.

By signing below, the member acknowledges receipt of a copy of this membership agreement and fully understands its terms and above statements.

Member Signature

Date

Printed Member Name

Phone

OFFICE USE ONLY

Member Number: _____ Passcode: _____ Assigned by: _____ Date: _____