



Release and Waiver of Liability and Indemnity Agreement

IN CONSIDERATION of being permitted to utilize the facilities, services and programs of the Canadian Community Center (CCC) for any purpose, including, but not limited to observation or use of facilities or equipment, or participation in any off-site program affiliated with the Canadian Community Center, the undersigned, for himself or herself and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such entry into the Canadian Community Center for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE CANADIAN COMMUNITY CENTER FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH THE CANADIAN COMMUNITY CENTER, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Canadian Community Center, its directors, officers, employees, and agents, including teachers or coaches, whether professionally certified or otherwise, or outside companies contracted to provide instruction in sports, exercise, gymnastics, cheerleading through, by or at the Canadian Community Center, or any other entity affiliated with the Canadian Community Center (hereinafter referred to as "releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or any other entity or affiliated entity otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Canadian Community Center, including, but not limited to, recreational or youth sports leagues, exercise classes, gymnastics, community activities, martial arts, exercise and/or fitness training, or any other activity sanctioned by the Canadian Community Center.

2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the presence of the undersigned in, upon or about the Canadian Community Center premises or in any way observing or using any facilities or equipment of the Canadian Community Center or participating in any program affiliated with the Canadian Community Center whether caused by the negligence of the releasees or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of releasees or otherwise while in, about or upon the premises of the Canadian Community Center and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Canadian Community Center.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.



Membership Policies

All Members & Non-members must check in with the Front Desk!!!

Automatic Payment Authorization

As a member of the Canadian Community Center (CCC), I hereby authorize the CCC to draw a monthly draft on my bank account or credit card for the payment of my membership dues. This will remain in effect until I notify the CCC of membership cancellation.

RETURNED PAYMENT POLICY

Membership / 24-Hour Access will be placed on hold until payment is received. Use of facility is not permitted until payments are made current. Payments will not be resubmitted.

MEMBERSHIP CANCELLATION POLICY

Membership will be invoiced monthly until the CCC has been notified of cancellation. Accounts must be cancelled 10 days prior to next billing date.

MEMBERSHIP INFORMATION UPDATES

In order to better serve you, we ask that you keep your membership information up to date. Please log in to your account to complete changes. examples: address, e-mail, phone number; bank account; the addition/deletion of a spouse or children on a membership.

GUEST POLICY

Guests are allowed at any time for a FEE. Guests must complete a facility usage waiver. Guests under the age of 18 must have parent/guardian consent. All guests must follow membership policies and procedures.

MEMBERSHIP CARDS

Present your CCC membership card every time you visit the facility or request a staff member check you in. Physical membership cards are available for a fee or Digital membership cards are available for free with downloaded app. Loaned or expired cards will be repossessed. Membership benefits and membership cards are non-transferable.

AGE & SAFETY GUIDELINES

Children under the age of 8 must be accompanied by an adult when not involved in CCC programs. Minimum age for Fitness Center access is 14 years of age or 13 years of age with legal guardian. Minimum age for Locker-room access is 14 years of age. Minimum age for Sauna use is 18 years of age.

ADDITIONAL POLICIES

- **ALL FEES PAID TO THE CCC ARE NON-REFUNDABLE**
- The CCC is not responsible for items lost or stolen while utilizing CCC facilities/programs.
- Some health and fitness programs may require medical clearance prior to participation.
- Closed-toed athletic shoes are required for use of all fitness equipment (cardio and strength) and fitness classes.
- **APPROPRIATE ATHLETIC CLOTHING IS REQUIRED IN ALL AREAS.**
- Tobacco & Alcohol products or the use of any illegal substances is not permitted on CCC property.
- Not following CCC policies & procedures, and Code of Conduct, will lead to membership termination without refund.
- Individuals must have a completed Waiver Form to receive membership or before participating in programs and events.



MEMBER CODE OF CONDUCT

The CCC is committed to providing a safe and welcoming environment for all members and guests. To promote safety and comfort for everyone, all individuals are asked to act appropriately at all times when in our facility or participating in our programs. We expect persons using the CCC to act maturely, to behave responsibly, and to respect the rights and dignity of others. Our Members Code of Conduct outlines prohibited action, but the actions listed below are not an all-inclusive list of behaviors considered inappropriate in our facilities or programs.

THE CCC BOARD OF DIRECTOR'S RESERVES THE RIGHT TO DENY ACCESS OR MEMBERSHIP TO ANY PERSON WHO HAS BEEN CONVICTED OF ANY CRIME INVOLVING SEXUAL ABUSE, IS OR HAS BEEN A REGISTERED SEX OFFENDER, HAS EVER BEEN CONVICTED OF ANY OFFENSE RELATING TO THE USE, SALE, POSSESSION, OR TRANSPORTATION OF NARCOTICS OR HABIT FORMING AND/OR DANGEROUS DRUGS, CHEMICALS, NARCOTICS, OR INTOXICATING BEVERAGES.

Members and guests are encouraged to take responsibility for their personal comfort and safety. Anyone who feels uncomfortable in confronting a person directly should report the behavior to CCC staff. Suspension or termination of CCC membership privileges may result if a Director determines that a violation of the Members Code of Conduct occurred.

- CARRYING OR CONCEALING A WEAPON OR ANY DEVICE OR OBJECT THAT MAY BE USED AS A WEAPON.
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior.
- Physical contact with another person in an angry, aggressive, or threatening way.
- Slandering or degrading any CCC personnel, board members, volunteers, or participants in public or any public forums i.e. social media.
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting.
- Sexually explicit conversation or behavior; any sexual contact with another person.
- Inappropriate, immodest, or sexually revealing attire.
- Theft or behavior that results in the destruction or loss of property.
- Loitering within or on the grounds of the CCC.
- Cell phone photography or unauthorized photography of CCC staff, members, or participants.

MEDICAL ATTENTION

In the event a member requires medical attention, whether injured or becoming ill, the member's personal physician must be notified immediately. If it is necessary for the member to be seen by the doctor or go to the hospital, a family member will be called to transport the member to the appropriate facility. If an emergency arises, requiring Emergency Medical Services to evaluate the injury/illness of a member on-site, the member will be responsible for any transportation charges. Furthermore, Canadian Community Center's employees and/or volunteers will not be responsible for transportation of any member due to liabilities that may occur.

CCC PHOTO USE POLICY

I grant the C.C.C. the right to take photographs of me and my family. I agree that the C.C.C. may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Policies & services are subject to change without notice in order to better meet the needs of members and participants.

By holding a membership, utilizing the C.C.C facilities or programs I agree for myself, my children and others listed on my membership that I have read, understand, and agree to the Canadian Community Center's Membership Policy, Code of Conduct, and Release and Waiver of Liability and Indemnity Agreement.