

Woodmen Hills Recreation Center East and Recreation Center West

Registration Form, Usage Agreement, and Waiver of Liability

I. Registration

Address: _____
Street

_____ City St Zip Code

Home Phone: () _____ Cell Phone: () _____

Email: _____

Emergency Contact: Name: _____ Phone: () _____

Any medical conditions that should be noted on your account:

Members (must be living in household) – relationship to homeowner/tenant

Homeowner/Tenant: _____ (M / F) D.O.B: ____ / ____ / ____

Name: _____ - _____ (M / F) D.O.B: ____ / ____ / ____

Name: _____ - _____ (M / F) D.O.B: ____ / ____ / ____

Name: _____ - _____ (M / F) D.O.B: ____ / ____ / ____

Name: _____ - _____ (M / F) D.O.B: ____ / ____ / ____

Name: _____ - _____ (M / F) D.O.B: ____ / ____ / ____

Name: _____ - _____ (M / F) D.O.B: ____ / ____ / ____

II. Usage Agreement

In consideration of Woodmen Hills Metropolitan District, acting by and through Woodmen Hills Parks and Recreation Department, its directors, officers, agents, employees, volunteers, representatives, and any other persons or entities acting on their behalf (the "District") allowing me or my minor child(ren) to use the Woodmen Hills Recreation Center West and Recreation Center East (together, the "Recreation Centers") and participate in all related events and activities ("Activities"), I ("User"), on behalf of myself and my minor child(ren), do voluntarily and willingly acknowledge and enter into the following Usage Agreement and Waiver of Liability ("Agreement"):

1. Code of Conduct

- (a) Please respect: yourself, others, personal property, and the Recreation Centers.
- (b) Know your personal fitness level and exercise at an appropriate intensity and pace. Stop exercising and contact Recreation Centers' staff if you become dizzy, light headed, disoriented, exhausted or experience other symptoms.
- (c) Wipe equipment and disinfect after every use.
- (d) When finished, please return all exercise equipment to its proper location.
- (e) Water in spill-resistant, unbreakable containers is welcome. Please enjoy food, gum, and other beverages in lobby area only.
- (f) Please wear appropriate athletic attire. Keep your shirt on and wear non-marking, clean, spike-free, closed toe shoes.
- (g) Keep personal belongings secured.
- (h) This is a drug, alcohol, and tobacco-free facility.
- (i) Users must agree to abide by all stated rules to include the Behavior Policies.

2. Personal Property. The District is not responsible for personal property lost, damaged, or stolen while using the Recreation Centers or participating in Activities on District property including, but not limited to the Recreation Centers, off-site locations, District buildings or facilities, parking lots, or garages.

3. Locker Rooms. To help prevent the spread of bacterial and fungal infections, all Users are encouraged to wear water shoes (such as flip flops or sandals) in the showers/locker rooms. Children accompanied by a parent or guardian must use the appropriate gender locker room. Locks (limited quantities) are available for check out with a valid ID card at the Reception Desk. Overnight locks are not permitted. Any locks left overnight will be removed by Recreation Centers' Staff. The District is not responsible for any lost or stolen items.

4. Pool. All youth 6 years or younger must have an adult 18 years or older, parent, or guardian within arm's length in the pool with them (two children per adult). Youth between the ages of 7-11 years may be in the pool without an adult, parent, or guardian as long as an adult, parent, or guardian is in the pool area at all times. All persons using the pool and/or slide are subject to pass a height requirement of 48 inches. Children between the ages of 12 and 17 may use the pool area (as long as all signed waivers, by a parent or guardian, are on file) without supervision as long as they have passed a swim test.

5. Refund Policy. Refund requests must be submitted in writing (via refund request form) no less than 72 hours prior to the scheduled start of the class, program, or event in order to receive a refund. Customers have the option of transferring to another class of the same kind; the original payment amount may be transferred in full if the transfer is requested no less than 72 hours prior to the scheduled start time of the originally purchased class, program, or event. All refund requests must be approved by management, which can take up to 3 business days. Refunds may be issued by (processing time): Check (5-7 business days), Credit Card (3-5 business days), Account Refund (1-3 business day).

6. Suspension Policy. The Recreations Centers Staff, with the authorization of the Director, reserves the right to suspend or cancel a User's Activities and facility usage without refund because of fighting; unseemly conduct; health violations (spitting, smoking, etc.); abuse of staff or property; any behavior conflicting with the rules, policies, and regulations of the District. Any such violation, suspension, or cancelation shall be governed by the Recreation Centers Behavior Policy and Visitor Code as amended from time to time.

7. Good Standing. At the times of execution of the Agreement and at the time of use of the Recreation Centers, all Users must be in good standing with the District and current in the payment of all assessments and other amounts owed to the District in accordance with the District's Rules and Regulations, dated August 22, 2013, as amended from time to time. Use of the Recreation Centers may be subject to such additional use restrictions as may be imposed by the District's Board of Directors.

8. Guest Policy. Residents may bring up to three guests (per household, per visit) with them to either the indoor pool or outdoor pool only. Additional guest passes may be purchased at the indoor pool at \$3/guest. Additional guest passes for the outdoor pool will need to be purchased at Recreation Center East prior to using the outdoor pool. Guests (Non-Woodmen Hills Residents) are not permitted to use the cardio or weight room at either the RCE or CCW location, unless a monthly or yearly pass is purchased.

Residents may bring guests to our basketball court at \$3/guest. Non-residents, not accompanied by a resident, may use the basketball court for a drop-in fee of \$7/adults and \$5/children.

9. Minors.

- (a) **Aerobics, Cardio and Weight Room:** Children 15 years of age and older may use the equipment unsupervised. Children between ages 12-14 must be supervised by an adult (15 and older). NO CHILDREN UNDER THE AGE OF 12 IS ALLOWED IN THE AEROBICS, CARDIO, AND WEIGHT ROOM.

Basketball Gym. Children 12 years and older may use the gym unsupervised. Children under the age of 12 must be supervised by an adult (15 years or older).

III. Behavior Policy

Behavior Policy Statement:

The Woodmen Hills Recreation Center West and Recreation Center East (together, the "Recreation Centers") are designed to be a safe and comfortable place for all Users. Users are expected to observe the rights of other Users and Recreation Centers staff members. The Recreation Centers' Behavior Policy is intended to protect the rights and safety of Users, to protect the rights and safety of staff members, and to preserve and protect the Recreation Centers' property.

Definition and Scope:

Users who exhibit disruptive behavior in the Recreation Centers will be asked to follow the rules listed in the Behavior Policy. Users who continue to cause disruptive behavior will be asked to leave the Recreation Centers.

Disruptive Behavior is generally defined as "any User's behavior that interferes with the normal operation of the Recreation Centers or which interferes with another User's ability to use the Recreation Centers.

The Recreation Centers Director and other staff members to whom the Director delegates the authority (and whom are on duty at the time) shall have the responsibility for enforcing the Behavior Policy and determining when behavior in the Recreation Centers is inappropriate.

Regulations:

The following types of disruptive behavior will not be tolerated in the Recreation Centers:

1. Any behavior that endangers the safety or health of others.
2. Violation of any local, state, or federal law.
3. Vandalism or deliberate destruction of Recreation Centers property.
4. Theft of Recreation Centers property or the personal property of other Users and staff.
5. Use of abusive or intimidating language or gestures to Users or staff members.
6. Behavior that is willfully annoying, harassing, or threatening to another person
 - (a) Harassment is defined as any action taken or situation created

7. intentionally to produce psychological or physical discomfort, embarrassment, or ridicule. Harassment is characterized by requests for sexual contact, unwelcome physical advances, or conduct (verbal or physical) of a nature that is intimidating, demeaning, hostile, offensive, or potentially dangerous to self or others.
8. Soliciting of any kind and/or asking for signatures on petitions
9. Monopolizing Recreation Centers staff time.
10. Loud talking, laughing, or using audio equipment or cell phones that disturbs or could disturb other Users.
11. Use of skateboards, roller blades, skate shoes, or scooters inside the Recreation Centers or on Recreation Centers property.
12. Inappropriate dress, such as bathing suits and wet clothing in the weight or cardio rooms.
13. Loitering on the premises after closing
14. Use of alcohol, cigarettes, or illegal substances in the Recreation Centers.
15. Poor hygiene that constitutes a nuisance.
16. Other kinds of behavior deemed inappropriate in the opinion of the Director or designated staff members.

The Recreation Centers staff reserves the right to ask a User to leave the Recreation Centers for any of the reasons listed above.

Procedure:

Enforcement of these regulations may take the form of any of the following, depending on the severity of the misconduct, which will be determined by the staff on duty at the time. These disciplinary procedures are guidelines. The Recreation Centers may implement any procedure listed, including an immediate ban from the Recreation Centers premises at any time.

1. Minor Disruption: In the case of a minor disruption, the User will receive two warnings. If the behavior continues, the User may be asked to leave the Recreation Centers for a stated period of suspension.
2. Extreme Misconduct: In the case of any misconduct that, in the judgment of a staff member, is extreme, the offender may be given only one warning, may be ordered to leave the Recreation Centers immediately for a stated period of suspension, or the police may be called.

Guidelines for Dealing with difficult Users:

1. Remain friendly and calm in addressing the User situation. Identify yourself as a Recreation Centers employee.
2. Do not touch the User.
3. Discuss the issue with the User away from other Users in the Recreation
4. Centers, if possible.
5. The staff member can give a copy of the Recreation Centers' written policy to the User, if needed.
6. If the User refuses to leave the Recreation Centers after being asked to do so, or becomes abusive or aggressive, the staff member may call the local law enforcement and ask that law enforcement escort the offending User from the Recreation Centers premises.
7. Any incident of policy violation must be documented by the Director or staff with the date in which the incident occurred and a brief description of the incident.
8. In cases where a policy violation occurs involving a child under the age of 17, the staff will give the child two warnings. If the behavior continues, the Recreation Centers Director will call and inform the parents that their child was asked to leave the Recreation Centers for a stated period of suspension and explain the circumstances. Parents of minor children may be held responsible for any damages caused to the Recreation Centers by their child.
9. If the child continues to cause disruptive behavior in the Recreation Centers, the child and parents or guardian must meet with the Director to review policy rules before the child can return to use the Recreation Centers.

Permanent Ban from the Recreation Centers:

User who engage in repeated disruptive behaviors or in extreme misconduct that interfere with others' use of the Recreation Centers or the general operation of the Recreation Centers or engage in behaviors that violate the law may be permanently banned from the Recreation Centers premises by the Director. A written notice of permanent ban may be given to the User. A written appeal of the Recreation Centers Director's decision may be made to the Woodmen Hills Board of Directors within 30 days.

Exceptions to the above may be authorized by the Recreation Centers Director and/or other designee.

Neither the Director nor any other member of the Recreation Centers staff is a professional medical or legal expert. All actions taken shall be subject to the best opinion of the Recreation Centers Director and staff.

The Recreation Centers staff will be consistent with enforcing this Behavior Policy to ensure the safety of Users and staff and create an environment that is enjoyable to our Users.

III. WAIVER, RELEASE, AGREEMENT NOT TO SUE AND INDEMNITY.

THIS IS A RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING THIS AGREEMENT.

I and/or my child (collectively "I," "me," or "my") understand that my participation in any Activities can result in bodily harm, and I acknowledge that participation in aerobics and other exercise, weight training, sports, use of pools, and any fitness equipment carry a potential risk of injury and/or illness. Despite any risks involved, I agree to expressly assume any and all risk, past, present, and future, that might be associated with my participation in the activities. I also understand the District does not provide accident or health insurance for its residents or participants and it is my responsibility to provide such coverage for myself and family.

I agree to never sue and I agree to release from liability the District and Recreation Centers, and their respective managers, directors, employees, agents, and representatives for any damage or injury to me arising from my participation in the Activities. If I, my child, or legal representative files a claim or a lawsuit arising out of my participation in any Activities, I agree to defend, indemnify, and hold harmless the District for any damages, attorney's fees or costs arising out of such a claim or a lawsuit based on my participation in any activities, regardless of cause, including the alleged negligence of the District. I understand that this release of liability will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury.

I HAVE READ AND UNDERSTAND THE CONDITIONS OF USAGE AS STATED ABOVE AND FURTHER UNDERSTAND MY SIGNATURE REPRESENTS THE AGREEMENT OF MYSELF AND ALL PERSONS NAMED ON THE USAGE AGREEMENT APPLICATION UNDER THE AGE OF 18. IT IS REQUIRED THAT ALL PERSONS OVER 18 READ AND SIGN THIS FORM PRIOR TO RECEIVING WOODMEN HILLS RECREATION USAGE CARDS AND OR UTILIZING THE RECREATION CENTERS. I AM HEREBY AWARE OF FACILITY AGE REQUIREMENTS AND GUIDELINES AS STATED ON THIS FROM OR OTHERWISE, AND AGREE TO ABIDE BY SUCH GUIDELINES.

USER(S) SIGNATURE:

Adult (homeowner/tenant): _____ Date: ____/____/____

WOODMEN HILLS

METROPOLITAN DISTRICT

PARKS AND RECREATION

COVID-19 Agreement

-I understand that Woodmen Hills Metro District and its employees will not be responsible if I, anyone listed on the usage agreement, or a guest I bring contracts COVID-19 after any of our parks, fitness centers or facilities. These facilities are maintained to an excellent standard of care throughout the day, however other patrons who utilize the facility may or may not be carriers of COVID-19.

-Furthermore, I agree to not utilize the facility(ies) if I have had, experienced symptoms of or come into contact with someone who has COVID-19 in the last 14 days and understand I may be asked to leave if I am demonstrating unsafe distancing and/or unhealthy practices to include but not limited to:

- Frequently not sanitizing workout equipment I use
- Coughing or sneezing on or around other patrons or staff without practicing safe distancing
- Frequent hand washing
- Appropriate use of gloves and mask (if deemed necessary)

I understand and agree to not hold Woodmen Hills Metro District or its employees liable in any manner if I contract COVID-19. It is agreed that I indemnify Woodmen Hills Metro District and its employees from any and all claims resulting from injuries, or losses sustained or associated with COVID-19

User Signature: _____

Print Name: _____

Pool Waiver

SWIMMING POOL RULES:

Swimming at the recreation center is at the sole risk of the resident and their guests. No lifeguards are on duty as posted. Parents and guardians assume full responsibility for children under the age of 18 while in the aqua/c facility.

Pool attendants will be on site for emergency response and care but are not to be depended on for supervision of swimmers.

Proper swim attire is required in the pool. Swimmers must wear bathing suits. Cut-offs, jeans, athletic or gym shorts, and street clothes are prohibited in the pool. Infants and toddlers who are not toilet-trained must wear swim diapers in the pool.

Food and drinks are not allowed within five feet of the pool. Band-aids and bandages are prohibited in the pool as they may fall off, clog the filtration system, and/or pose a health hazard to others.

Swimming with an open wound is also prohibited to prevent blood borne contamination.

Children wearing lifejackets must be accompanied by an adult in the water and within arms-reach at all times. All other flotation devices are prohibited. Diving, flips or backward entries are not allowed due to the depth of the pool. Jumping is permitted feet first and facing forward. All individuals must walk.

Running is not allowed in the pool area. Pool decks are slippery and may cause an individual to slip and fall. Horseplay, wrestling, piggybacks and "chicken fights" are prohibited. This type of play may result in injuries.

Additionally, it is often difficult for the pool attendant to tell the difference between this type of play and a swimmer in trouble. For safety and comfort, it is important for everyone to keep their voices down and be respectful when speaking. Kickboards, paddles and other instructional or training equipment (including barbells and weight belts) are for water exercise and swim lessons only.

Woodmen Hills Metro District and staff are not responsible for the disappearance, damage, or breakage of any toy or personal item(s) brought to the Facility.

The Woodmen Hills Metro District reserves the right to restrict the number of individuals allowed in the pool if usage exceeds capacity or supervision limits. The maximum capacity for each pool is posted respectfully.

Parents accompanying small children are asked to help enforce pool rules. Pool attendants have final discretion regarding rules and policies. Failure to follow rules may result in a suspension of pool privileges for a period of time to be determined by the Woodmen Hills Metro District management.

I understand not to use pools under the influence of drugs and alcohol.

SWIMMING POOL CLOSURE GUIDELINES because of weather and lightning may be random and unpredictable, we reserve the right to close the pool at any time for any reason.

Slides

1. One person allowed on pool and stairs at a time.
2. Riders must be a minimum of 48" tall or pass the swim test (green band).
3. Riders must go down feet first and may not go down face first.
4. No one can wait and catch the children at the bottom of the slide.

Woodmen Hills Metro District, its staff, and its attendants are not liable due to any injury or harm associated with swimming or attending our facilities.

By signing below, I understand I assume full liability and responsibility and Woodmen Hills Metro

Adult Signature: _____ Date: _____



Photo/video Release Form

Woodmen Hills Recreation Center has my permission to use my photograph or video publicly to promote the rec center. I understand that the images may be used in print publications, online publications, presentations, websites and social media. I also understand that no royalty fee or other compensation shall become payable to me by reason of such use.

Parent/Guardian's Signature: _____ Date: _____

Parent/Guardian's Name: _____ Date: _____

Child's Name: _____

Phone Number: _____

Application for Proximity Key
For Woodmen Hills Metropolitan District
Community Center West

The undersigned ("Member") understands and accepts all rules and regulations for the use of the assigned Proximity Key to enable access to the Woodmen Hills Metropolitan District ("District") Community Center West 24 hours a day.

Member understands that this application is a voluntary request and that there is a **non-refundable \$10.00 (ten dollar) charge per key. Two keys per household is allowed by the District. There will be a \$20.00 (twenty dollar) replacement charge for any key that is lost or stolen.** If and when a Member moves out of the District, the Proximity Key must be returned to the District Office.

Member understands that the Proximity Key entitles the user entry 24 hours a day to the Weight Room, Cardio Room, and Locker Room in the **lower level ONLY**. The upper level of the Community Center is off limits and an alarm will sound if the door to the stairwell is opened during any time.

Member understands that any and all abuse will not be tolerated and will cause loss of privileges, at such time the Proximity Key will be revoked. Member will use extreme care when using equipment and maintain common courtesies to other members (such as wiping equipment after use, returning weights to their proper location, etc.). Member will abide by all Community Center West rules all hours of use.

Date Signed _____

Member Signature

Print Name

Address

Phone Number

Proximity Key Number (Staff)

of Keys: _____

Release and Indemnification

Woodmen Hills Metropolitan District

Upon Payment of the standard fee (\$10.00 per key), the undersigned ("Member") has received a proximity key to the Woodmen Hills Metropolitan District ("District") Community Center West in order to enable the member to use the health club/cardio room/weight lifting apparatus 24 hours a day for Community Center West.

In consideration the member agrees as follows:

1. **Acknowledgement.** Member understands and assumes the risks associated with training, working out, and exercising.
2. **Release.** Member, on behalf of himself or herself, his or her heirs, successors, and assigns hereby forever releases and discharges the District, its directors, agents, officers, and employees from any and all claims, demands, charges, suits, and costs arising from personal injury or property damages as a result of member's use of the Community Center West facilities at all times.
3. **Indemnification.** The Member on behalf of himself or herself, his or her guests, family members, heirs, successors, and assigns hereby agrees to indemnify protect, and hold harmless the District, its directors, agents, officers, and employees from any and all claims, demands, costs (including attorney fees), and expenses arising from the Member's use of the Community Center West facility at all times. Member further agrees to assume and be financially responsible for all damage to the property of the District cause by the Member or Member's guests.

Date Signed _____

Member Signature

Print Name