



CENTRAL-CLEMSON RECREATION CENTER FACILITY POLICIES AND TERMS OF MEMBERSHIP

ASSUMPTION OF RISK & RELEASE OF LIABILITY:

Assumption of Risk & Release of Liability: I and or my minor, am voluntarily participating in a program, which will include physical exercise. I understand that strength, flexibility, and aerobic exercise, including the use of exercise equipment, is a potentially hazardous activity, involving a risk of injury and even, in rare instances, death. With knowledge of the risks involved, I voluntarily assume those risks. To my knowledge, I am not suffering from any condition, impairment, disease, infirmity, or other illness that would prevent my participation in fitness activities, including the use of exercise equipment. If my physician has recommended limitations on exercise, I agree to follow his/her guidance. It is recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, and use of the exercise equipment. In consideration of the right to use the CCRC and/or to participate in fitness programs, I hereby release the CCRC, Town of Central, City of Clemson and its officers, agents, employees, and representatives from any and all liability for injuries or damages, present or future, resulting from my participation in any activity or use of any equipment. I/We understand and agree that this release and waiver includes any claims based on actions, omissions, or alleged negligence, gross or otherwise, of the City of Clemson, and/or their elected officials, employees, agents, representatives, volunteers, invitees, guests, participants, contractors, and referees/umpires.

FACILITY AND MEMBERSHIP POLICIES:

1. You agree to comply with all facility policies and terms of membership.
2. You understand that changes to facility policies and terms of membership may occur at any time.
3. The director of this facility has the right to remove or ban you from the facility or terminate your membership at any time if the terms of membership or facility policies are not followed.
4. Images of you taken at the facility or at facility functions may be used for promotional or other Central-Clemson Recreation Center material.
5. This facility closes on all HOME Clemson Football games, and the following holidays: New Year's Day, Easter Sunday, Memorial Day, July 4th, Labor Day, 2 days for Thanksgiving & 2 days for Christmas and New Year's Eve. These dates are subject to change.
6. Anyone entering the facility must have a profile in our system.
7. Each person entering the facility must scan in immediately upon entering, each time they enter.
8. Lockers are available in the locker rooms. Locks are not provided. All Lockers are day-use only lockers. If a lock is left overnight, it will be removed by cutting.
9. CCRC and its employees are not responsible for lost or stolen items.
10. Please report all injuries and any equipment failures to a CCRC staff member.
11. Age restrictions are as follows:
 - a. Those 3 years old and up must have a day pass to use the facility if they are not members or their parent/legal guardian is not a member.
 - b. Those 6 years old and up must be added to and paid for on memberships.
 - c. Anyone 12 years old to 17 years old may hold an individual membership. Their parent or legal guardian must be present to register them.

- d. Those under 12 years old may not hold an individual membership. A parent or legal guardian must hold a joint membership with them as well as be the one to create the membership.
- e. Children under 12 years of age must have a parent or legal guardian, 18 years of age or older, present in the facility at all times.
- f. Those who are under 12 years of age will not have access to the weight room, even with a parent or guardian accompanying them.
- g. Children 12 to 14 years of age can be in the facility unattended, but they must have a CCRC profile in our system, registered by their parent or legal guardian prior to visiting the facility on their own.
- h. Those 12 to 14 years old may be in the weight room or participate in a fitness class, ONLY if they are accompanied by and under the direct supervision of their legal parent or guardian at all times. The accompanying adult agrees that the Assumption of Risk & Release of Liability applies to themselves and the minor.
- i. Those under 15 years old must be accompanied by and under the direct supervision of their legal parent or guardian while in the pool area.
- j. Those 15 years or older are allowed to use the entire facility, including the weight room, participating in fitness classes, and utilizing the pool, and do not need to have a parent/guardian present while attending.
- k. Those 65 years and older are considered seniors and receive the senior day pass rates and senior discounts on yearly memberships. The services that senior discounts can be applied to are subject to change.

POOL POLICIES:

1. The pools are member-only pools, only those with a CCRC membership are allowed to swim or be in the pool area.
 - a. Memberships that have guest passes (yearly memberships) may use a guest pass to bring someone into the pool or purchase a day pass in order to bring someone into the pool area.
 - b. Members must remain in the pool area with their guests at all times and are responsible for ensuring their guests follow all pool rules.
 - c. Special exceptions to entry may apply.
2. The pool will only be accessible via a key fob. A photo I.D. must be left at the front desk in order to pick up a key fob. If the fob is not returned prior to leaving the facility, the member will be charged a fee.
3. Members in possession of a key fob are responsible for ensuring only they and their registered guest enter the pool using their key fob.
4. The pool may or may not be staffed with a lifeguard at any point during the day.
5. All pool rules must be followed
 - a. Those under the age of 15 must have a parent or legal guardian with them in the pool area with them at all times. That individual must hold a current CCRC membership, guest pass or day pass.
 - b. We strongly recommend you swim with a buddy at all times.
 - c. No running, boisterous, or rough play.
 - d. No person under the influence of alcohol or drugs should use the pool.
 - e. There should be no spitting or blowing your nose in the pool.
 - f. Persons with diarrhea illness or nausea should not enter the pool.
 - g. Persons with open lesions or wounds should not enter the pool.
 - h. No animals or pets are allowed in the pool area.
 - i. No glass is allowed in the pool or on the deck.
 - j. It is recommended that you take a shower before entering the pool.
 - k. The maximum number of swimmers allowed in the pool is 250.
 - l. Patrons are NOT allowed in the Lifeguard closet.
 - m. All available pool equipment (water weights, pool noodles, lifejackets, etc.) are intended for exercise or as swim aids. These items cannot be used as toys.

- n. CCRC does not provide swim toys or goggles.
- o. All equipment used should be placed on the drying rack after use.
- p. Entering the pool area via the exterior doors is strictly prohibited.

AEROBICS & WEIGHT ROOM POLICIES:

1. Those 12 to 14 years of age may be in the weight room or participate in a fitness class, ONLY if they are accompanied by and under the direct supervision of their legal parent or guardian at all times. The accompanying parent or guardian agrees that the Assumption of Risk & Release of Liability applies to themselves and the minor.
2. You must be 15 years of age or older to use the weight room & aerobics room without the supervision of a parent or legal guardian.
3. A shirt, shorts or pants, and closed-toe and closed-heel shoes must be worn in the Weight Room AT ALL TIMES
4. Wipe down each machine before and after use. Gym wipes, towels, and disinfectants are provided.
5. You must spray towels first then wipe down equipment. Do NOT spray equipment directly.
6. Please be considerate of other patrons and use your cell phone in the lobby outside of the Weight Room.
7. The use of headphones is required for personal music and in order to connect to the audio on our cardio equipment.
8. All members are entitled to a free weight room orientation.
9. No food is allowed in the weight or aerobics room. All liquid must be in the proper spill and leak-proof containers.
10. You must use a spotter when lifting any heavy weights.
11. Collars must be used on all plate-loaded bars.
12. Members are required to pick up after themselves. This included all plates, dumbbells, medicine balls, mats, bands, and benches being returned to their designated positions or racks. Discard trash and remove all personal items prior to exiting the facility.
13. Please lower and raise the weight plates and dumbbells carefully. Do not drop or roll them on the floor after sets or strike them together between reps. Excessive dropping of weights will result in your removal from the weight room.
14. Cardio equipment is available on a first come first serve basis.
15. Do not remove any equipment from the weight room or aerobics room.
16. Please report all injuries and any equipment failures to CCRC Staff.
17. CCRC and its employees are not responsible for lost or stolen items.
18. Fitness and Water Fitness Classes are not held during the weeks of Christmas, New Years, Thanksgiving, and Spring Break (based on the Pickens County School District). These weeks are subject to change.

BANK DRAFT AGREEMENT AND PAYMENT POLICIES:

1. The customer/main account holder authorizes CCRC to act as agents for the purpose of initiating a one-time, recurring, or variable amount electronic debit or credit to the customer's personal or business financial checking account, debit or credit card on the date(s) such authorized by the CCRC.
2. The customer/main account holder acknowledges that he/she is an authorized signer on behalf of the account provided and that it shall be liable to the subscriber for the entire amount agreed upon plus a fifteen dollar (\$15.00) service charge in the event an electronic debit is not honored when presented to the customer's financial institution for payment.
3. The customer acknowledges that any debit (either for the principal amount or a service charge in the event of its dishonor) failing to clear may be re-presented electronically or by paper draft at the sole discretion of CCRC and that no further authorization will be necessary to execute such electronic presentment under this Agreement.
4. In the event subsequent attempts to debit this processing fee are dishonored three times within a twelve-month period then the customer shall make immediate payment for the remaining account balance to CCRC.

5. The customer authorizes his/her Financial Institution to debit his/her account and to pay CCRC by electronic funds transfer the amount due as agreed upon.
6. The customer acknowledges that this debit or series of debits will be initiated on the 1st of each month upon receipt of the authorization (or if on a bank holiday then the following business day).
7. Unless specified otherwise in writing, the customer acknowledges that this authorization may only be reversed or denied upon the mutual written consent of the parties.
8. The customer acknowledges he/she only has the right to dispute the validity of either a prior or future transaction when at least three (3) banking business days advance notice of a cancellation or payment stop is given in writing, allowing CCRC enough time to act upon such information.
9. It is the responsibility of the customer to provide CCRC with updated credit card or checking account information prior to the expiration date of the current credit card or checking account on record or in the event of a card or account becoming inactive. If the updated credit card or checking account information is not provided prior to execution of electronic debit, the customer is liable to CCRC for the entire amount shown above plus a fifteen-dollar (\$15.00) service charge.
10. All overdue balances on an account must be paid prior to another service being rendered or purchased.

MEMBERSHIP, RENEWALS & CANCELLATION POLICIES:

1. Only yearly bank drafts or paid-in-full memberships receive guest Passes (12 per membership/per year). In order to use a guest pass the main account holder must accompany the guest into the facility and check them in or give prior consent for other account members to utilize guest passes.
2. Summer Splash and Student memberships are for specific time frames and are not prorated.
3. Billing information must be saved for yearly bank draft memberships.
4. Student memberships are available for full-time students of Clemson, TCTC, and SWU with a student ID.
5. Memberships are not transferable.
6. Memberships can ONLY be FROZEN for medical necessity, accompanied by a doctor's note that includes the required dates for the freeze.
7. Time cannot be added to your membership for inactivity.
8. Children 6 years old or older must be added to and paid for on memberships.
9. All individuals on the same membership must be related and live in the same household and present a valid I.D. that shows this.
10. There is a limit of 6 individuals per membership. Additional members, over the 6-person limit, can be added for an additional charge of \$10 per person per month or \$120 per person per year.
11. For yearly bank draft memberships, the initial membership will be a prorated month plus the joining fee, followed by 12 full months. All years after will be 12 full months.
12. Bank draft memberships, which include checking accounts, and debit or credit card withdrawals, will automatically be renewed one day prior to the expiration date.
13. Yearly paid-in-full memberships will not be automatically renewed. Members must renew in person or online.
14. All notifications are sent via email. When your account is created, you will be sent a verification email to confirm we have the correct email on file for you. If you do not receive this email you are responsible for contacting us to confirm that we have the correct email on file. We are not responsible for notices not being received if your email is not up to date in our system. We may use the address on your membership application in some instances for communication.
15. Renewal emails are sent to members prior to their expiration date.
16. A five-day grace period is given for expired or overdue memberships; after which your membership may be canceled.
17. Members may cancel at any time, refunds will not be given for canceled memberships.
18. To cancel a bank draft membership a cancellation form must be submitted three banking business days prior to the 1st of the month. The form may be turned in to CCRC or emailed to CCRC.