

# Central-Clemson Recreation Center Terms of Membership

**WAIVER: Assumption of Risk & Release of Liability:** I 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 Central-Clemson Recreation Center (CCRC), The Town of Central, the 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 fitness activity and my use of the exercise equipment.

**TERMS OF MEMBERSHIP:** (1) You agree to comply with all rules of the membership and facility. (2) Changes to rules and terms may occur at any time. (3) The director of this facility has the right to terminate your membership at any time if the terms of membership are not followed. (4) Memberships are not transferable. (5) You may not FREEZE your membership for any reason other than a doctor's note due to illness. (6) We cannot add on months/weeks to your membership for being inactive. (7) Children 6 or older must be added to and paid for on memberships. (8) Seniors are individuals 65 or older. (9) All individuals on the same membership must be related and live in the same household and present an ID 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. (11) Images of you taken at the facility or at facility functions may be used for promotional or other Central-Clemson Recreation Center material. (12) This facility closes on all HOME Clemson Football games, and the following holidays: New Year's Day, Easter Sunday, Memorial Day, July 4<sup>th</sup>, Labor Day, 2 days for Thanksgiving & 2 days for Christmas, but this is subject to change (13) Each member must scan in immediately upon entering the facility. (14) Age restrictions are as follows: Children under 12 years of age must have a parent or guardian, 18 years of age or older, present in the facility at all times. Children 12 to 14 years of age can be in the facility unattended, but they must be signed in or registered by a parent or guardian, 18 years of age or older, and a contact number for that parent or guardian must be left. Those 15 years or older are allowed to use the entire facility, including participate in fitness classes, and do not need to be signed in or have a parent/guardian present. Due to a requirement by the South Carolina Municipal Risk Fund, that Covers The Central-Clemson Recreation Center, The Town of Central and The City of Clemson, ONLY those 15 years of age or older are allowed in the weight room. A legal parent or guardian may purchase an individual membership for anyone 12 to 17 years of age. The parent or legal guardian must be present to register them. Those who are under 15 years of age will not have access to the weight room, even with a membership. Those under 12 years of age may not hold an individual membership. Those 6 and up must be added to and paid for on memberships. Those 3 and up must have a day pass to use the facility if they are not members/parent/guardian is not a member. (15) Only yearly bank draft or paid in full memberships receive guest passes (12 per membership/per year) (16) Summer Splash and Student memberships are for specific time frames and are not prorated (17) Billing information must be saved for yearly bank draft memberships (18) Student memberships are available for 1 full time student of Clemson, TCTC or Swu with a student ID.

**MEMBERSHIP RENEWALS & CANCELLATIONS:** (1) Bank draft memberships, which include checking account, debit or credit card withdraws, will automatically be renewed one day prior to expiration date. (2) 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 (3) Yearly paid in full members must renew in person or online. (4) All Notifications are sent

via email. We are not responsible for notices not received if we have not been given a correct email address, you have not updated your email address; we will use the address on your membership application. (5) Renewal emails are sent to members prior to their expiration date. (6) A five day grace period is given for expired or overdue memberships; after which your membership may be deleted. (7) Members may cancel at any time, refunds will not be given for paid in full memberships. (8) Bank draft cancellations must be submitted three banking business days prior to the 1<sup>st</sup> of the month.

**AEROBICS & WEIGHT ROOM POLICY:** (1) You must be 15 years of age or older to use the Weight Room & Aerobics Room. (2) No open-toed shoes are allowed while working out in the Weight Room. (3) Wipe down each machine before and after use using a hand towel and disinfectant provided by the Central-Clemson Recreation Center. (4) Please spray towels first then wipe down equipment. (5) Cell phone use is not permitted in the Weight Room. You may use your cell phone in the lobby outside of the Weight Room. (6) The Weight Room is not a noise free area, use of audio devices is encouraged, and personal headphones are required to listen to media stations connected to cardio equipment. (7) All members are entitled to an orientation of the Fitness Room. Group orientations are held periodically and can be registered for at the front desk (8) No food allowed in the fitness room. All liquid must be in proper spill and leak proof containers. (9) You must use a spotter when lifting any heavy weights. (10) Spring collars must be used on all plate loaded bars. (11) Return all free weights and dumbbells to their rack after use. (12) Do not drop the weights, excessive dropping of weights will result in your removal from the fitness room. (13) Cardio equipment is available on a first come first serve basis. Please limit your cardio equipment use to 30 minutes per piece of equipment during busy times of the day (11:00 AM – 1:00 PM & 4:30 PM – 6:00 PM). (14) Do not remove any equipment from the weight room. (15) Fitness and Water Fitness Classes are not held the weeks of Christmas, New Years, Thanksgiving and Spring Break (based on the Pickens County School District).

**BANKDRAFT AGREEMENT:** (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 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 shown above 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 1<sup>st</sup> 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, 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 has the right to dispute the validity of either a prior transaction or future, to provide at least three (3) banking business days advance notice so as to afford 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 on record or in the event of a card or account becoming inactive. If 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.