

# Wildcat Community Center Membership

## Pool Punch Pass Contract & Agreement

29330 Olinda Trail, Lindstrom, MN 55045

651-213-2600

clcommed@isd2144.org

www.isd2144.org

A Community Center operated by Chisago Lakes School District's Community Education department (CLCE)

### Primary Member/Main Contact:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Gender (circle): M / F

Date Of Birth: \_\_\_ / \_\_\_ / \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone - Home: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

### Emergency Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**WCC Pool Punch Pass Card:** Can be used by family or individual for lap or open swim sessions. Each person attending uses 1 punch

Pool Punch Pass: \$40.00 for 10 Punches Card # Assigned to Primary \_\_\_\_\_

Additional family members who will use punch pass:

Card # Assigned	First Name	Last Name	Gender (circle)	Date Of Birth
			M / F	/ /
			M / F	/ /
			M / F	/ /
			M / F	/ /
			M / F	/ /

NAME

Membership Fee: \$ \_\_\_\_\_

Check # \_\_\_\_\_  Cash  Credit Card  Visa  MasterCard  Discover

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ CVV: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_ Exp. Date: \_\_\_ / \_\_\_

Billing Address if different than Primary Member: \_\_\_\_\_

The undersigned has read and agrees to all terms and conditions of membership contract & agreement. I also sign that I have received the terms for my records.

Primary Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Student Membership Only:

**Legal guardian:** Any member who is under the age of 18 must have a parent or legal guardian co-sign this agreement. Legal guardian shall be jointly and severally liable for any and all obligations of such member here under and shall be bound by all terms and conditions of this agreement.

Name of Legal Guardian: \_\_\_\_\_

Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only:

Accepted Paperwork Initials \_\_\_\_\_ Entered in RecDesk Initials \_\_\_\_\_ Date Processed \_\_\_ / \_\_\_ / \_\_\_\_\_

Terms & Conditions given to: \_\_\_\_\_ By Initials: \_\_\_\_\_

# Pool Punch Pass Terms & Conditions

**Do not sign until you've read its entirety**

## 1. Pool Punch Pass:

- \* The Pool Punch Pass has 10 punches allowing 10 uses of the pool per time purchased. One punch is required per swimmer and can be used during Lap or Open swim
- \* The Pool Punch Pass has no expiration date and can be used during any time of the year.
- \* The Pool Punch Pass can be purchased for the same rate if you are "in district" or "out of district"

## 2. Pool Punch Pass Payment/Cancellation

- Members may cancel within 7 calendar days of purchasing a Pool Punch Pass if there is no usage. A \$15 service fee will be charged. After initial usage, refunds will not be issued. If a member stops using their pool pass punch card, CLCE shall have no obligation to refund to me or anyone any portion of the fees that I have paid. Pool Pass Punch Cards are nonrefundable and non transferable.
- **Termination By CLCE** - I agree that CLCE may terminate my Pool Punch Pass, with or without cause, at any time by providing written / email notice. If CLCE terminates a Pool Punch Pass, a pro-rated refund may be issued for the time period after the termination effective date, dependent upon review.
- **Suspension By CLCE** - I agree that CLCE may suspend my Pool Punch Pass, with or without cause, at any time by providing written / email notice. If CLCE suspends an Pool Punch Pass, no refund will be issued for the time period after the suspension effective date, dependent upon review.

## 3. Aquatics Center Usage

**Age Restrictions:** Parents need to understand and consider the health and safety factors if they leave their kids at the pool, unsupervised. The lifeguards on staff are not for supervision, they are the last resort.

**Height Restrictions:** Children Must be over 48" or 4 feet tall to swim without a parent in the water with them in the main pool.

**Kiddie Pool:** Must be shorter than railing to swim in kiddie pool and an adult must be in the water with them.

**Deep end / Diving Boards:** Youth Swimmers must pass a swim test administered by the lifeguard on duty before they are allowed to use the diving board or swim in the middle and deep end of the pool.

**Life Jackets:** Life jackets are allowed in the shallow section only and only if an adult is in the water with them.

**Goggles:** Goggles are allowed if they don't have nose coverings. Scuba masks aren't allowed for safety reasons.

**Pool Toys and Floatation Devices:** Floatie toys are not allowed in the pool. Toys are provided at the pool.

**Communicable Disease:** No person with or suspected of having a communicable disease, which could be transmitted through use of the pool, shall work at or use any public pool.

**Warning:** - A person with any considerable area of exposed subepidermal tissue, open blisters, or cuts must be warned these may become infected and advise to not use the pool

**Showering:** -Any person using a public pool; must take a shower using warm water and soap and thoroughly rinse off all soap before entering the pool enclosure. A patron leaving the pool to use the toilet must also take a second shower before returning to the pool enclosure. A person who exercises, applies lotion or uses a sauna or steam room must also shower before using the pool.

### Proper Conduct

We strive to provide safe, fun, family-oriented environment. We expect proper, respectful conduct on the premise at all times. We do not permit disrespectful conduct toward members, guests, or employees. Misuse of equipment or facilities is not tolerated and may result in suspension of privileges. Spitting or spouting of water from the mouth and blowing through the nose in the pool is prohibited. No running or rough play permitted .

**Glassware:** Glassware and similar material with a tendency to shatter on impact are not allowed in the pool or pool area.

### Check-In/Entrance

All members and guests need to check in at the associate or front desk when arriving at the facility.

### Food & Drink

Food and drink are only allowed in the lobby areas. Water, must be in a closed, resealable container to be acceptable on the pool deck area. No gum allowed in pool.

### Proper Attire

Proper swimming attire is required. (Swimsuit and designated swim shirts – non cotton)

### Equipment

Be respectful of the equipment and other patrons. Any willful or malicious damage to property or equipment can be cause for suspension of Pool Punch Pass, a ban from building as well as financial penalties.

### Personal Belongings

Please store all bags, coats, and personal belongings in a locker or cubby. CLCE and the Chisago Lakes School District is not responsible for lost or stolen items. Members and guests can store valuables in a locker. There are lockers available for daily use only. Locks are not provided.

# Pool Punch Pass Terms & Conditions Continued

## Electronics

Cell phone use should be limited and no phones are allowed in locker room areas. The taking photos or videos is not permitted without prior consent from CLCE Director/Pool Manager.

Bluetooth speakers or other audio devices are not permitted unless used as part of a CLCE curriculum, at which point they must be at a respectable volume with no profane or offensible music. Keep personal audio devices at a respectable volume level.

## Tobacco, Alcohol, Drugs

Use of any tobacco or electronic cigarette products on Chisago Lakes School District grounds, including any outdoor areas (sidewalk or parking lots) is prohibited. You may not consume alcohol on any school grounds. You may not use equipment, services, or programs while under the influence of alcohol or illegal drugs. See Chisago Lakes District 2144 policy #418 & #419.

## Center Closure Of Access Restriction

We reserve the right to close or restrict access, without advance notice, to any area or the entire center for any reason including, but not limited to construction, remodeling, repair, or health and safety reasons including, but not limited to weather, natural disasters, power outages, and medical issues.

## Personal Training / Leagues

Participant may not solicit or conduct any personal training on the premises, with or without compensation. You may not organize your own informal or formal sports leagues, tournaments, or programs, including but not limited to basketball, tennis, swim lessons, competitive swim training, volleyball, and pickleball. CLCE retains sole discretion to determine whether a member or guest is engaged in personal training or league type activity.

## Solicitation

No loitering or soliciting of any kind or purpose. All advertising requests must be approved by Community Ed Director and contain the non district related wording.

## Weapons

You may not bring or use weapons of any kind on the premises, see Chisago Lakes District 2144 policy #501.

## 4. Permission To Use Names/Images

Periodically, CLCE and the Chisago Lakes School District will take pictures or videos of participants while they are engaged in programs or while enjoying the facilities. These photos may appear in Chisago Lakes School District/CLCE brochures, catalog, websites, social media, and other publications. See Chisago Lakes District 2144 policy #515.

## 5. Adjustment Of Fees & Hours Of Operation

CLCE reserves the right, in its sole discretion, to increase or decrease participant fees at any time and to offer promotions. CLCE further reserves the right to initiate, change and/or eliminate community center facilities, equipment, services and programs, and to change hours of operation.

## 6. Other

I agree Pool Punch Pass is non-transferable, (2) this agreement shall be construed and enforced in accordance with the laws of Minnesota; and (3) if any term or provision of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall still be valid and enforced to the full extent permitted by law.

## Pool Punch Pass Agreement:

**THE PARTICIPANT AGREES** to abide by all facility policies and procedures and CLCE rules. Because exercise can be strenuous and subject to risk of serious injury, Chisago Lakes School District urges you to consult a physician before beginning any exercise program. You, the participant, agree that if you engage in any physical exercise or activity, in the facility, you do so entirely at your own risk, including the risk of physical injury or death. This includes without limitation, your use of the locker rooms, parking area, sidewalk area, or any equipment in the community center, and your participation in any activity, class, program, or instruction. You agree that you are voluntarily participating in activities and the use of the facility and assume all risks of injury, illness, damage or loss by theft of any personal property. You waive and release all rights and claims, demands, legal actions, or causes of action that Chisago Lakes School District, CLCE, and all affiliates, employees, agents, representatives, insurers, successors, or assigns from any and all claims of action as a result of or in connection with my participation in any activity sponsored by CLCE or any other program that is held on Wildcat Community Center property. The agreement, waiver, and release of liability include, without limitation, all injuries to you, which may occur, regardless of negligence: as a result of (1) your use of the exercise equipment, (2) the sudden and unforeseen malfunctioning of any equipment, (3) our instruction or supervision and (4) your slipping and/or falling while in the facility, or on the Chisago Lakes School District premises. Should any part of this agreement be found unenforceable the remaining parts shall remain enforceable. Member also agrees no other representation is made than what is agreed herein writing. Failure to use facility will not relieve you of payments. I hereby acknowledge that my membership fee or any fee that is part of a CLCE program does not include or entitle myself to payment of medical expenses that may arise out of my participation in an CLCE sponsored program or any other program that is held on Wildcat Community Center property. I acknowledge further that I assume responsibility for my medical expense. You acknowledge that you have carefully read this agreement/waiver and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring legal action against Chisago Lakes School District for negligence, or any other personal injury or property damage or loss action. **Cancellation must be in writing.**

This agreement is binding upon my spouse, significant other, heirs and assigns, and the spouses, heirs and assigns of any member listed above. The member is entitled to a completed and signed copy of this agreement upon their request. By signing this agreement, member acknowledges that 1) the agreement is a contract that will become legally binding upon its acceptance by CLCE, 2) the agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect to subject matter, except in the case of a signed promotional offer where the terms and conditions of the promotional offer will be an amendment to this agreement, 3) CLCE makes no representations or warranties to member, either expressed or implied except to the extent expressly set for in this agreement. With my signature, I verify I have read and agree with the **Pool Punch Pass Terms & Conditions** stated in this contract packet.

\*Primary Member has signed the acceptance of "Pool Punch Pass Terms & Conditions" of contract to be held on file with CLCE.

CLCE Staff initials \_\_\_\_\_ Date: \_\_\_\_\_