

CRESKO FITNESS CENTER RULES AND REGULATIONS

Welcome to the Cresko Fitness Center (CFC). The following policies and procedures were adopted to insure the highest standards of operation, equitable to all members. By joining the Cresko Fitness Center it is presumed that you have read, understood, and agreed to these rules and conditions, and that you agree to be bound by the rules and conditions set forth herein.

All rules and regulations contained herein or later adopted by the Cresko Fitness Center management, and/or the Cresko Park and Recreation Board, and/or the City of Cresko shall be considered part of the ticket agreement and shall govern the rights and obligations of each patron. The Cresko Fitness Center reserves the right to add, delete, or amend these rules and regulations at any time and without prior notice to any ticket holder or patron.

ARTICLE 1. PATRONS

SECTION 1. PATRONS: Participation and patronage at the Cresko Fitness Center is open to all individuals without regard to race, sex, age, creed, national origin, religion, physical disability, and marital or familial status.

SECTION 2. NATURE OF TICKETS: Ticket information as set forth herein is subject to change at any time at the discretion of the Cresko Fitness Center and without prior notice to ticket holders or patrons.

SECTION 3. TICKET CLASSIFICATION: Information regarding tickets may be obtained at the reception desk. The following information regarding categories of tickets may be altered at any time by the Cresko Fitness Center without prior notice to ticket holders or patrons. All tickets are non-transferable. The following categories of tickets have been established.

- A. **Individual Ticket:** An individual ticket may be issued to an adult male or adult female who is 18 years of age or older and is not a full-time student.
- B. **Couple Ticket:** A couple's ticket may be issued to an adult opposite-sex or same-sex couple who reside together in the same household, or to two people from the same family. Adequate proof must be presented showing that the adults reside in the same household. Adequate proof may consist of, but is not limited to, the following; a bill from a public utility showing the name and address, a driver's license showing the name and address, and any other documentary evidence or bills which show joint residence. Roommates who reside together in the same household and are not a couple shall not be eligible.
- C. **Family Ticket:** A family ticket may be issued to an adult male, adult female, or couple as defined above, along with one or more dependent children under the age of 24. Dependent children over the age of 18 and under the age of 24 must be full-time students to qualify under this category.
- D. **Student Ticket:** A student ticket may be issued to a student who is enrolled full time under the age of 24. Student tickets for children kindergarten through 12th grade must have the signed approval of a parent or guardian of the child.

- E. **Walkers Club Ticket:** A walker's club ticket will be issued to those individuals or couples as defined above who will use only the walking track. No family or student walker tickets will be issued.

* Children 4 and under are free with paid adult membership.

SECTION 4. DUES AND CHARGES: Current dues and charges for each ticket category are set forth in the ticket agreement. The obligation to pay dues and charges is not contingent upon the availability of any or all facilities at the Cresco Fitness Center. A non-use of the facilities or unavailability of facilities for any reason at any time will not eliminate the obligation to pay the specified dues and charges as they are incurred. Repairs or maintenance may make it necessary for the Cresco Fitness Center to restrict the use of the facilities or to close the facility for a time. Dues and charges will not be reduced or suspended during such times when the facility or facilities are not available.

- A. **Monthly Installment Dues:** Monthly installment dues are charged and will be collected each month according to the terms and conditions of the ticket agreement. Monthly installment dues are payable before the 1st day of each month. Dues not paid by the 1st day of each month will be assessed a late fee charge as set forth herein. A billing fee will also be added to the monthly Cresco Fitness Center statement.
- B. **Late Fees:** Late fees will be charged on each payment not paid before the 1st day of each month during the term of the ticket agreement. Late fees shall be \$5.00 for each month a delinquent payment is received and will be added to the patron's account. Any account which accrues late fees and payments for two consecutive months will be cancelled, and all unpaid charges, dues, and/or fees will be accelerated and will be due and payable in full immediately. Accounts which have lapsed 90 days or more shall be referred to an appropriate collection service or legal agency.

Yearly ticket agreements meant to be continuous but not paid by the last day of the expiring month may be assessed a penalty fee when renewed. This fee will be determined by the Cresco Fitness Center management based on the outstanding payment and expire date.

- C. **Return Check Fees:** The fee for any returned or dishonored check will be \$20.00. The Cresco Fitness Center reserves the right to pursue all remedies available to it under Iowa law for the collection of returned or dishonored checks.
- D. **Re-joining Fee Upon Cancellation:** Any person or entity whose account is cancelled due to delinquent payments may reapply for a new membership. Reinstatement will be at the sole discretion of the Cresco Fitness Center. Before reinstatement may be considered, any delinquencies must be paid up to date along with a re-joining fee of \$20.00. The Cresco Fitness Center reserves the right to reject any applications for reinstatement.

SECTION 5. INVOLUNTARY CANCELLATION AND SUSPENSION: The Cresco Fitness Center reserves the right to cancel any ticket at any time without prior notice or violations of any rules and/or regulations. Any patron who: violates the rules and/or regulations, whose conduct is improper or dangerous toward the Cresco Fitness Center personnel or to other

patrons, or who fails to comply with the by-laws contained herein is subject to ticket cancellation. The Cresco Fitness Center further reserves the right to suspend any patron or ticket holder for the above infractions. Suspension shall be at the sole discretion of the Cresco Fitness Center personnel and will continue for a time period specified by the Cresco Fitness Center management.

ARTICLE 2. WAIVER OF LIABILITY

All patrons and/or ticket holders of the Cresco Fitness Center assume full responsibility for any risk, implicit or direct, in connection with participation in any activities at the Cresco Fitness Center. The Cresco Fitness Center expressly disclaims any warranties with regard to actual participation and use of the Cresco Fitness Center. All users of the Cresco Fitness Center assume the risk of physical activity with his or her own physical condition and acknowledge that he or she has received advice from his or her doctor that he or she is capable of physical activity. The Cresco Fitness Center shall not be responsible for any lost, damaged, or stolen articles, including locker items at the Cresco Fitness Center. By signing a contract or registration with the Cresco Fitness Center and/or Park & Recreation program, I am consenting to the use or reproduction of my child's likeness, name, artwork, design, or creation on any promotional materials, schedules, rosters, or other printed or electronic media, including dissemination by electronic means.

ARTICLE 3. RULES AND REGULATIONS FOR USE OF FACILITIES

SECTION 1. GENERAL: The Cresco Fitness Center's mission statement is to provide an atmosphere for patrons to enjoy fitness, wellness, and recreational activities in a safe and healthy environment.

SECTION 2. CHECK-IN: All patrons, both ticket holders and daily admission patrons, are required to check-in at the reception desk each time they use the Cresco Fitness Center. Each patron will enter their names and activity code or pay the daily admission with cash or a punch card. The south entrance/exit door is the only public access to the facility. All other doors are emergency exits only.

SECTION 3. ATTIRE AND EQUIPMENT: Proper attire for use of the Cresco Fitness Center must be worn at all times. This includes shirts and shoes for all patrons while participating in activities at the Cresco Fitness Center. Swimsuits are required when using the pool and spa. Clean tennis shoes are required while using all areas of the fitness building and the gymnasium. The Cresco Fitness Center personnel reserve the right to prohibit the use of any outside equipment or items brought into the Cresco Fitness Center which could pose a danger or nuisance in the facility. Facility equipment will be issued to a specific patron who will assume the responsibility to return the equipment when usage is done or at the end of a time period specified by the Cresco Fitness Center personnel. Failure to return the issued item(s) will result in a replacement cost fee to be charged and collected from the patron.

SECTION 4. HOURS OF OPERATION: Operational hours will be posted at the facility and/or set forth in a newsletter available at the reception desk. The Cresco Fitness Center personnel reserve the right to alter the hours at any time without prior notice. The Cresco Fitness

Center reserves the right to close on any holiday and at such times as may be required for maintenance and/or repair.

SECTION 5. AGE REQUIREMENTS FOR USE OF THE FACILITY:

- A. Adults and students 7th grade and older have full use of the facility and equipment.
- B. Students from 2nd through 6th grade may use the basketball courts, pool, and track without supervision.
- C. Children younger than 2nd grade must be in the company of a parent/guardian or competent babysitter in 7th grade or older in all areas of the facility.
- D. All children 6th grade and younger must be directly with an adult parent/guardian in the spa.
- E. All children 6th grade and younger are not allowed on or around the fitness equipment (in the black mat area).
- F. Patrons must be 16 or older OR with an adult to use the batting cage, golf room, wrestling room, or aerobics room. All must sign-in at the reception desk.

SECTION 6. FITNESS ORIENTATION: A 20 minute orientation is recommended before using the fitness equipment. Appointments are made at the reception desk. (No one under 7th grade may be in or around the fitness equipment area.)

SECTION 7. MISCELLANEOUS:

- A. **Lockers:** Lockers will be available to patrons on a first come first serve basis. Patrons may put a padlock on any open locker, but all locks must be removed by closing time each day. Any locks not removed will be cut off and discarded by the Cresco Fitness Center staff. Any personal items left behind will be kept in a lost and found area by the Cresco Fitness Center personnel until such time that the items are donated or discarded. Lockers may be rented permanently at a monthly rate to be set by the Cresco Fitness Center. Permanent locker rental will be available on a first come first serve basis. **Patrons are advised not to leave any money or belongings in unlocked lockers. Children should use the cubby hole shelves provided in the pool area.**
- B. **Towels:** Towels will be available at the reception desk for a nominal-cleaning fee. The towels must be returned at the desk as patrons leave the facility.
- C. **Roller Blades:** Roller blades are prohibited in all areas of the Cresco Fitness Center.
- D. **Strollers:** Strollers are allowed on the track in the fitness room but must be kept off of the black mats by the fitness equipment.
- E. **Tobacco:** The Cresco Fitness Center is a tobacco free environment. All forms of tobacco are prohibited from all areas of the premises.
- F. **Alcohol:** The Cresco Fitness Center is an alcohol free environment. All forms of alcohol are prohibited from all areas on the premises.
- G. **Special Needs Individuals:** Special needs individuals are encouraged to use the Cresco Fitness Center. All efforts will be made to accommodate persons with disabilities and to assist such persons in use of the facilities.
- H. **Food and Drinks:** Food and drinks are allowed in designated areas only. Only water bottles are allowed in the fitness room. No gum is allowed in the facility.
- I. **No** football playing is allowed in the fitness room.
- J. **No** kicking of balls anywhere in the facility.