



Bainbridge Island Recreation Center

11700 NE Meadowmeer Circle

Bainbridge Island, WA 98110

206-842-5661

<https://birec.org/>

Member Fee Agreement, Rules, and Regulations, Code of Conduct

Member Right to Cancel:

If you wish to cancel this contract without penalty, email a request to birc@biparks.org within three days from the date on this application. The facility will return to you within 30 days all amounts you have paid.

Nonrefundable Joining Fee:

I understand that I have paid @CONT:TotalDownpayment@ and that under no circumstances is any portion of this amount refundable other than stated above.

Change in Member Level:

Congratulations on making your commitment to health and fitness a priority. Members may change their member level by completing a Change in Member Level Request Form and submitting it by the 5th of the month.

Billing: EFT/Statement:

I understand that I am in complete control and responsible for my EFT payment. Statements are sent via email monthly and reflect the current month's fees and last month's payments and charges. Billing statements are posted at the beginning of each month, and EFT drafts occur on the 5th. All charges are subject to Washington State sales tax. Accounts not paid in full and received by the due date are assessed a late payment fee. Accounts over 30 days past due will be suspended until full payment is made. All returned checks are subject to an NSF fee.

For questions regarding a member bill or more information about a specific charge to the member account, please contact the Park District's accounting department. To assure prompt resolution, please contact the Park District's accounting department no later than 30 days following the disputed charge.

Our preferred payment method for monthly fees and charges is an automatic deduction from the member's checking or savings account. EFT drafts occur around the 5th of every month (depending on how weekends fall), and the entire balance will be drawn. Additional charges may apply for returns, declines, and other forms of payment, including credit or debit cards.

If at any time I decide to change or discontinue EFT service, I will inform the Park District's accounting department, in writing, of my request. Changing my payment method will not affect other provisions and terms of my membership agreement. Additional charges may apply for returns, declines, and forms of payment other than ACH.

I authorize my financial institution to make payment by the method indicated below and transfer it to the Park District. This deduction will include dues, services, and house charges for the month and will take place on the 5th of every month.

Form of Payment: @CONT:FormofPayment@ @CONT:BankAccount@ @CONT:CreditCard#@ @CONT:CreditCardExpiration@

EFT Authorization: @SignatureEFT@

This member ("Agreement") is between Bainbridge Island Metro Park & Recreation District and the undersigned ("Applicant").

I. Member

Section 1. Member grants the right to use and enjoy the facilities following Bainbridge Island Recreation Center (hereby referred to as ("BIRC") Rules and Regulations. A primary member is financially and legally responsible for their user account.

Section 2. Non-discrimination. BIRC is open to any Bainbridge Island resident or non-resident. Concerning its policies, activities, and operations, including the evaluation of this agreement, the Park District will comply with all applicable laws and regulations prohibiting discrimination based on protected categories. Park District policy is to accept applications for members without regard to race, religion, color, sex, or national origin.

Section 3. Member Approval. Member applications must be on forms prescribed by the Park District. Approval is subject to payment of all user fees. Only persons 14 years of age or older (parental consent required for persons under 18) shall be eligible unless approved by management.

Section 4. Consent to Contact. Members give their consent to be contacted using the provided contact information.

II. Joining Fees

Section 1. Payment of joining Fees. All new and previous members who are non-residents must pay a joining fee to the Park District. From time to time, the Park District shall establish the amount, manner, and time of payment of such fee. The joining fee is deemed entirely incurred upon the acceptance of the member by BIRC. A member may be canceled without penalty, with the joining fee refunded, only if a written request to terminate the member is received within three days of joining. Otherwise, no portion of the joining fee is refundable or transferable.

Section 2. Fees. The Park District shall determine the amount and terms of monthly fees payable by the members. The obligation to pay fees is not dependent on the availability of BIRC's facilities or frequency of use. Tournaments, repair, or maintenance of facilities may make it necessary to temporarily restrict the use of one or more parts of the facility or close BIRC. The Park District will not reduce or suspend fees during this time when facilities are not available. Member fees are subject to annual adjustment. All active member fees are subject to Washington State sales tax.

Section 3. Billing. Statements are sent via email monthly and reflect the current month's fees and last month's payments and charges. Billing statements are posted at the beginning of each month, EFT drafts occur on the 15th, and payment is due by the 20th. All charges are subject to Washington State sales tax. Accounts not paid in full and received by the due date are assessed a late payment fee. Accounts over 60 days past due will be suspended until full payment is made. All returned checks are subject to an NSF fee.

Section 4. Accounting. For questions regarding a member bill or more information about a specific charge to the member account, please contact the Park District's accounting department. Please contact the Park District's accounting department no later than 30 days following the disputed charge to assure prompt resolution.

Section 5. EFT (Electronic Funds Transfer). Our preferred payment method for monthly fees and charges is an automatic deduction from the member's checking or savings account. EFT drafts occur around the 5th of every month (depending on how weekends fall), and the entire balance will be drawn. Additional charges may apply for returns, declines, and other forms of payment, including credit or debit cards.

III. Leave of Absence

Members may apply for a Leave of Absence ("Freeze") regarding injury, illness, job loss, or extended travel. The Park District requires an advanced written notice to place a member on Leave of Absence. Members must submit an Application for Change in Member form requesting inactive status by at least a month's notice. Fees are reduced to one-third (1/3) of the prevailing fees at the member-level most recently maintained for a continuous three-month period while on Leave of Absence.

Members on Leave of Absence have no BIRC usage privileges but may attend fee-based programs at the current daily user rate.

IV. Termination of Membership

Section 1. Voluntary Resignation. A member may resign from BIRC by giving advanced written notice to the Park District accounting department by the 1st of the month and paying any fees or other charges for which the member may be liable

Section 2. Waiver of Notice. Upon presentation of written documentation, the Park District shall waive the advanced notification period if the member becomes unable to use BIRC due to death or permanent disability. The member or their representative must complete the Member Resignation Form, return all member cards, and pay all outstanding charges.

Section 3. Involuntary Termination or Suspension. The Park District reserves the right to suspend or terminate a member for failure to comply with any rules or regulations adopted by the Park District or for conduct the Park District determines to be improper or contrary to the best interests of the BIRC and its users. The Park District will notify the member of such suspension or termination by writing to the member at the last known address of record or via the last known email address. The terminated member must promptly return all member cards to BIRC. A suspended or terminated member remains liable for all fees and charges incurred. The Park District's management may suspend or terminate any member whose account is 60 days in arrears.

V. Non-transferability

BIRC member access is not transferable to another person and may not be sold.

VI. Changes in Member Level

Members may make changes to their member level by completing a Change in Member Level Request Form and submitting it one month in advance

VII. Amendment of Rules and Regulation

The rules and regulations governing BIRC may be altered, amended, or repealed from time to time. The Park District may also adopt other rules, regulations, or policies not herein covered, and members will be obligated to adhere to these policies. Reasonable effort will be made to provide adequate notice to members when this occurs. These rules and regulations cannot, nor are they intended to, regulate all actions or occurrences at BIRC.

VIII. Class, Term, and Approval of Member Fee Level

Section 1. Member fee type — the level of member fee which the applicant has chosen: @PLAN:Description@.

Section 2. Term of Member Fee Level. This member fee level shall take effect upon approval from the Park District and continue unless canceled or terminated as provided in the Agreement.

Section 3. Entire Agreement. This agreement constitutes the entire agreement between the account holder and the Park District. No representations or agreements, either oral or written, which are not contained in this Agreement are binding upon the account holder or the Park District.

Section 4. Acknowledgment. The undersigned states that they have read and understood this Agreement's terms and conditions and agree to be bound by such terms and conditions. The undersigned also shall comply with all such additional BIRC rules and regulations as they now exist or may change from time to time. The Member Rules and Regulations are posted on www.birec.org.

IX. Member Right to Cancel

If you wish to cancel this agreement without penalty, you may cancel it by emailing a request to www.birec.org. The notice must say you do not wish to be bound by the agreement and must be emailed by the third day after the joining date.

Signature: _____

Date: _____

RULES AND REGULATIONS

The Bainbridge Island Metropolitan Park & Recreation District (Park District) reserves the right to take any and all action necessary to assure the enjoyment and safety of members. The rules and regulations governing Bainbridge Island Recreation Center (hereby referred to as ("BIRC")) may be altered, amended, or repealed from time to time. The Park District may also adopt other rules, regulations, or policies not herein covered, and members will be obligated to adhere to these policies. Reasonable effort will be made to provide adequate notice to members when this occurs. These rules and regulations cannot, nor are they intended to, regulate all actions or occurrences at BIRC.

MEMBERS

NATURE OF MEMBERS

Member fees grant the right to use and enjoy BIRC facilities in accordance with BIRC Rules and Regulations, which may change from time to time. The primary user on every account is financially and legally responsible for the terms of this agreement.

NON-DISCRIMINATION

BIRC is open to any Bainbridge Island resident or non-resident. Concerning its policies, activities, and operations, including the evaluation of this agreement, the Park District will comply with all applicable laws and regulations prohibiting discrimination based on protected categories.

MEMBER APPROVAL

Member applications must be on forms prescribed by the Park District. Approval is subject to payment of all user fees. Only persons 14 years of age or older (parental consent required for persons under 18) shall be eligible unless approved by management.

CATEGORIES OF MEMBERS

INDIVIDUAL MEMBER

An individual member consists of one person 18 years of age or older.

COUPLE MEMBERS

A couple member consists of a primary member and another family member member or partner residing in the same household on a permanent basis.

FAMILY MEMBERS

Family members consist of a primary member and another family member or partner, and any dependent children 23 years or younger residing in the same household on a permanent basis.

DEPENDENT CHILDREN

Dependent children through age 23 may be members of BIRC as part of a family member. Otherwise, dependents 24 years of age and older must be a member.

FLEX MEMBER

Flex members have access to the BIRC Monday through Thursday from 12:00-4:00 pm, and the last two hours BIRC is open, and Friday through Sunday from noon to closing. Available for fitness individual members only.

TENNIS STUDENT MEMBER

Student members aged 14-18 may join the BIRC with parental or guardian consent.

MEMBER CARDS/CHECK-IN PROCEDURES

All members will be issued member ID cards that must be presented to front desk staff when entering the facility. This card may also charge items and services to the member account. Members agree to pay all charges incurred. Members shall not allow others to use their member card to gain access to BIRC. Unauthorized use of a member card may result in the suspension of the member or possible expulsion from BIRC. Lost or stolen cards should be reported immediately, and a member may be charged for a new replacement card. Parental Authorization will be required to replace the card of any dependent member.

MEMBERS AND ACCOUNTING

CHARGING PRIVILEGES

All members wishing to establish an account may charge purchases of services and merchandise throughout BIRC by providing proper ID. Charges are billed monthly on the member's account. All charges are to be paid in full each month by the due date.

MEMBER EMAILS

Members of BIRC will receive information on Park District programs, activities, special events, and other business via email. We encourage you to refer to these emails and the website for details on upcoming BIRC social and athletic events, classes, policy revisions, and announcements.

HOLIDAYS

BIRC HOLIDAYS

BIRC may have restricted hours or be closed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Easter, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

OBSERVER POLICY

OBSERVERS

BIRC members may bring a guest to observe activities without paying a daily use fee. Observers must check in at the front desk and accompany their sponsoring member. Observers agree not to use any of BIRC's facilities or locker rooms. Violation of this agreement may result in the suspension of the sponsoring member.

MEMBER CONDUCT

PERSONAL CONDUCT

As a multi-use, family-oriented facility, we ask that all members be considerate of the rights and preferences of others. The management shall have the authority to remove any member or their observer from the BIRC premises for conduct that is judged to be detrimental to the overall welfare of the BIRC and other users.

BIRC PROPERTY

We ask that all members respect BIRC facilities and equipment. Inappropriate use of BIRC equipment may result in a loss of usage privileges. Any BIRC property may not be removed from the premises without the expressed written approval of the Recreation Superintendent or Recreation Division Director. The member shall pay any cost or expense resulting from damage or loss of BIRC property by said member or their observer. Demonstration racquets are available for rental. Replacement costs will be charged for all broken or non-returned racquets.

MEMBERS' PERSONAL PROPERTY

Park District employees shall not be responsible for keeping safe or secure the property or personal belongings of any BIRC member. Any unclaimed items should be turned in to the front desk. Unclaimed items of significant value will be kept in the lost and found for one month and then taken to the police department or donated to an appropriate charity. Avoid bringing items of extreme value to BIRC. We encourage all members to lock all belongings in day-use lockers. Please report any suspicious activity occurring in the parking lot, locker rooms, or BIRC premises immediately to management or the front desk.

PERSONAL INSTRUCTION

Only Park District employees or authorized contractors are permitted to provide instruction of any sort, including tennis instruction, swim instruction, personal training, specialized sports training, and fitness training.

SOLICITATION

Soliciting for any cause other than BIRC-related activities shall not be permitted in BIRC or on the premises unless approved by management.

SMOKING/ALCOHOL

Smoking is not allowed on the premises. No alcohol may be brought or consumed on the premises without consent from the Park District.

ANIMALS

Animals are not permitted on the premises of BIRC except as required by a disability or by prior Authorization of the Recreation Superintendent or Recreation Division Director.

FIREARMS

No firearms are permitted in or on BIRC premises.

GAMBLING

Gambling or gaming in any form is prohibited in or on BIRC premises according to Washington State law.

DRESS CODE

Fitness Areas: Appropriate fitness/exercise clothing and shoes must be worn at all times. Athletic footwear must be worn when using weight or cardiovascular equipment; no sandals or open-toed shoes allowed. Shirts are required at all times.

Tennis Courts: Members and their observers must wear non-marking, regulation tennis shoes. Clothing and warm-ups are to be appropriate for tennis. Tops and shirts are required. Running shoes are prohibited on the tennis courts.

Pool: Proper swimwear is required.

ATHLETIC POLICIES

FITNESS

For the safety of our members, we recommend that all members take part in a fitness assessment. We ask that members observe and abide by all posted rules and policies. Additionally, please note:

- Equipment orientation is strongly recommended before using equipment.
- Wipe down equipment after each use.
- Please replace all weights and equipment when finished.
- A Physical Activity Readiness Questionnaire must be filled out before the fitness assessment. Please verify that we have received the appropriate paperwork before the scheduled assessment if a doctor's release is needed.
- According to the American College of Sports Medicine protocols, if the appropriate paperwork has not been received, the assessment will be limited to the activities deemed safe by the trainer.
- 24-hour notice is required to cancel personal training appointments. If an appointment is canceled less than 24 hours in advance, the client will be responsible for the full fee.
- Only Park District training staff is allowed to train or orient members to fitness equipment.
- For the safety and concern of your child, infants and children under ten are not allowed in the fitness areas.
- Limit your workout on the cardiovascular equipment to 30 minutes if other users are waiting.
- Place fitness towels in towel drops provided at the exits.
- Please notify the front desk if there is a problem with a piece of equipment.
- No food or beverages on the fitness floor (water in sports bottles only).
- Please do not drop or slam weights.

- Please allow others to 'work in' when using machines or benches. Do not sit on benches between sets if others are waiting.
- Staff may reserve fitness equipment for use during Park District-sponsored classes and programs.
- Please do not use cell phones on the fitness floor.
- Please limit perfume and cologne use.

YOUTH POLICIES

- Youth 10-13 who have not passed the Junior Fitness Certification may access BIRC if they are within direct sight and easy reach of a responsible adult member (18 years or older) at all times. Use is restricted to cardio equipment (except treadmill and stair-climber), the gymnasium, and the lobby area.
- Youth 10-11 may use the fitness floor, approved weight equipment, and other areas of BIRC once they have passed the Junior Fitness Certification, but a responsible adult user or pass holder (18 years old or older) must remain on the premises.
- Youth ages 12-13 may use the fitness floor and other areas of BIRC without an adult present once they have completed and passed the Junior Fitness Certification.
- Youth 14-15 who have not yet taken a Youth Orientation may access BIRC but are prohibited from using all weight equipment. Adult supervision is not required.
- Youth ages 14-15 may use the fitness floor, approved weight equipment, and other areas of the BIRC after completing a one-hour Youth Orientation administered by BIRC fitness staff. Adult supervision is not required.
- Treadmills are prohibited for youth under 15 years of age, and free-weights are not permitted for youth under 16 years of age unless they have received permission from a trainer and are wearing the appropriate wristband.
- All youth under the age of 16 must check in at the front desk each visit and wear their appropriate wristband while accessing BIRC. Youth Orientations are held multiple times per week, and Junior Fitness Certification classes are held 1-2 times a month. Information on Youth Orientation and Junior Fitness Certification class fees and registration can be found at the front desk.

GROUP EXERCISE POLICIES

- Please be on time for all classes. The warm-up is essential to avoid injury. For safety reasons, please do not enter the class if you are more than ten minutes late.
- Do not enter the studio before the current class has finished.
- Please refrain from wearing perfume or cologne to class.
- Studio doors must remain closed during and after all classes.
- No children or infants are allowed in class while the parent is participating. No strollers or carriers will be allowed in the group exercise studio for safety purposes.
- Generally, classes need to consistently have sufficient attendance to be kept on the Group Exercise Schedule.
- Fees for fee-based classes will be charged at the time of sign-up. Refunds will be in the form of a credit to your household account unless you request a check. Programs canceled by the Park District will receive a full refund. Refunds will not be granted for requests made after the program is over, even with a doctor's note. Please leave a message if you are calling outside of business hours to make a cancellation; all calls are time and date-stamped. Unless a doctor's note is received, the following refund policy applies: Requests made seven days or more before the program's start will receive a full refund less a \$10 service charge. The 7-day period does not include the day the class begins (i.e., the seventh day is the day before the class starts). A refund request must be received no later than midnight before the first day of the 7-day period, counting backward from the first day. No refunds will be granted if requests are received less than seven days before the program's start. No refunds will be given if requests are made once the program has started. Some exceptions may be made for documented injury or illness.
- Participants must be 16 years or older unless management or an instructor pre-approved.

POLICY REQUIREMENTS FOR THE GROUP EXERCISE STUDIO DURING NON-SCHEDULED CLASS TIMES

- The main group exercise studio may be used for personal use during times when it is not reserved for Park District classes, training, or rentals.
- The main group exercise studio may be used when working with a personal trainer.
- The main group exercise studio may be used for individual exercises, including abdominal work with the mats, weights with the small hand weights, and lunges.
- The cycling studio may not be used for personal use outside of a scheduled class.
- Sports may not be played in the studio, e.g., any throwing of objects that could potentially break the mirrors.
- The studio may be rented when there is no class in session for group activities, e.g., meetings, practices, and other classes.
- All rentals must be pre-arranged with the BIRC front desk.
- The studio rental does not include the use of the stereo or microphone.
- Members must be over the age of 14 to use the studio unless in an organized program.
- Members may not use the stereo equipment.

TENNIS POLICIES

Tennis members may schedule court time or use the ball machine. Fitness members and those who are not members may enroll in specific instructional programs for a fee and on a space-available basis.

Please consult the tennis program offerings (available online) for specific information on all social, competitive, and instructional offerings. Stop by the front desk or contact the Tennis Program Coordinator with any questions.

BIRC TENNIS PROGRAMS

Programs are geared to help players connect with other players, improve their skills, and enjoy the great game of tennis. Specific programs, junior clinics, and private lessons are available to fitness members and those who are not members on a space-available basis only. Stop by the front desk or contact the Tennis Program Coordinator for specific information on all social, competitive, and instructional offerings.

LESSONS

Tennis lessons must be booked through a BIRC tennis pro. Members may not reserve courts and then hire a pro to instruct them. Lessons are to be conducted only by a Park District tennis pro unless with specific permission from the Recreation Superintendent.

TENNIS COURT RESERVATIONS

COURT TIMES

Court sessions are 75 minutes in prime time and 90 minutes in non-prime time. Check our court booking system for start and end times.

RESERVATION POLICY

The purpose of this reservation system and its enforcement is to enable all members an equal opportunity to make court reservations along with those who are not members. Therefore, enforcement of this policy will be maintained at all times.

There is a 15-minute grace period when checking in for reservations. If a member arrives after the 15-minute grace period has expired, the court will be released to any user ready to play. In the case of an emergency, a court may be held longer if the member calls the front desk to announce their intention to play on the court. A cancellation fee of \$20.00 will be charged for no-shows and those who cancel their court time within four hours of their reservation.

Online bookings can be made by visiting our website, www.birec.org. First-time users simply click online bookings and select create an account. Within 24 hours, a login and password will be sent to you, giving you access to the court booking system. Please call the Tennis Program Coordinator if you need assistance.

7 Day Reservations:

7-day court reservations begin at 7:00 am, seven days in advance.

Members may hold two advance reservations in a one-week period. Once one of your reservations has elapsed, another can be booked.

2-Day Reservations: (available court time current day or next day) 2-day court reservations are open without restrictions.

These reservations can be made regardless of the number of bookings you currently hold.

Ball Machine Court:

Counts as an advance reservation.

WAITLIST

A waiting list for courts is available online at bircbookings.com. This practice is encouraged in order to fill courts that are released due to cancellations or otherwise released on short notice. Players on the waitlist will be notified by email if an opening comes up.

SIGN-IN, SUBSTITUTES & NON-MEMBERS

- All members must check in at the front desk before proceeding to the courts.
- Notify front desk personnel of substitutions before court time.
- Before play, daily users and pass holders must be checked in at the front desk. Each daily user and pass holder will be charged \$25.00.

CANCELLATIONS

As a courtesy to other players on the waitlist, the earliest possible cancellation of a court is encouraged. Online cancellations will be accepted by 8:00 pm for any reservation before 2:00 pm the following day, or 12 hours in advance for any reservation 2:00 pm or later. Cancellations within 4 hours must be made through the front desk. Twenty-four-hour notice is required to cancel private, semi-private, or group lessons with a professional. Less than 24-hour notice and full fees will be assessed.

Fees for Jr. Clinic sessions are charged at the time of sign-up. Refunds will be in the form of a credit to your household account unless you request a check. Programs canceled by the Park District will receive a full refund. Refunds will not be granted for requests made after the program is over, even with a doctor's note.

Please leave a message if you are calling outside of business hours to make a cancellation; all calls are time and date-stamped. Unless a doctor's note is received, the following refund policy applies: Requests made seven days, or more before the program's start will receive a full refund less a \$10 service charge. The 7-day period does not include the day the class begins (i.e., the seventh day is the day before the class starts). A refund request must be received no later than midnight before the first day of the 7-day period, counting backward to the first day. No refunds will be granted if requests are received less than seven days before the program's start. No refunds will be given if requests are made once the program has started. Some exceptions may be made for documented injury or illness.

VIOLATIONS

- Members who cancel within four hours of the reservation time, or do not show for a reserved court, may be charged a \$20.00 no-show fee.
- Failure to comply with Park District policies or BIRC rules and regulations, unsportsmanlike conduct, racquet throwing, swearing, etc., or lack of cooperation with those charged with enforcing these rules may result in suspension or other disciplinary actions.

TENNIS EQUIPMENT AND ACCESSORIES

TENNIS BALLS

Tennis balls are available at the front desk for purchase.

NEW RACQUETS

The latest racquets are available to rent/demo for a small fee which will be returned upon purchasing a racquet through BIRC. Information is available at the front desk to help you choose the best racquet for your game. We special order racquets directly from the manufacturers to personalize the size of the grip and stringing needs. We offer a \$20.00 stringing credit for racquets purchased through BIRC.

RE-STRINGING

We have a full-service racquet re-stringing. Services include replacement of grips and bumper guards, grip buildup, and re-stringing. We carry a full line of products to help you get the best out of your equipment. Racquet re-stringing and repairs turned in at the front desk will receive 2-day service — on request.

GENERAL GUIDELINES

DRESS CODE

Members must wear non-marking regulation tennis shoes. Clothing and warm-ups are to be appropriate for tennis. Tops and shirts are required. Running shoes are prohibited on the tennis courts.

CONDUCT

Proper tennis etiquette and sportsmanship are always required. Players should not cross or walk behind the courts while play is in progress. Non-tennis playing children must not be in the court area unless able to sit quietly and not disrupt adjacent courts for the entire playing period. All disputes should be handled at the net rather than shouting from baseline to baseline. No food or beverages other than closed water/sports drinks containers are allowed in the court areas. Please leave the court clean of tennis balls and litter when you are done.

ENTERING/LEAVING COURTS

Please wait until your court time to enter the outside building or the main building when going to your court. Please use the backdrop curtains to travel to and from your court and avoid cutting across one court to get to another court. If your court time is up, please yield to the court immediately.

STRAY BALL

A ball from your court going into an adjoining court or a ball from an adjoining court coming into your court can be a frustrating experience. In handling these situations, here are some things to remember:

- When play is in progress, do not go behind another court to retrieve a ball.
- Do not return a stray ball into an adjoining court during play. *This may mean holding a ball for several seconds while a point is being finished.*
- Do not ask for one of your balls until the adjoining court's point on play has stopped.
- If a stray ball is placing other players in jeopardy during play, it is an excellent time to get their attention, so they do not get hurt.
- When returning loose balls to another court, do not hit aimlessly. Instead, please pick up the ball and return it directly to one of the players on the other court. Everyone appreciates a little courtesy from others, and it is likely to be contagious!

CURTAINS BETWEEN COURTS

Generally, curtains at BIRC should remain open during regular play. During lessons, ball machine use, or more novice play curtains typically should be closed. If both parties agree, you may deviate from these general guidelines. The key is tolerance. It can be annoying to have repeated ball intrusion onto your court. It is equally annoying to have curtain interference happening regularly. At BIRC, we pride ourselves on the atmosphere and camaraderie that tennis brings to our lives, and this "sportsmanship" should rule in these situations.

CHOOSING PARTNERS

A balanced diet of playing one-third of the time with players that are equal in level to you, one-third of the time with players that are stronger than you, and one-third of the time with players weaker than you are best to improve and develop all facets of your game. This allows you to develop new shots against players you can usually beat because you can afford to try these risky shots and make a few mistakes while developing them. When playing against players at the same level, your competition skills will be challenged, and you will play under the pressure of not knowing the outcome; either player could win. Playing up will help you understand what it takes to get to the next level; you will have to raise your level to compete, and you tend to have your weaknesses more exposed. This mix of players will help you develop your full potential as a player and makes the game much more enjoyable for everyone.

BALL MACHINE

Use of the ball machine is available on court three or four. Advanced reservations for the ball machine can be made through our online booking system or at the front desk. The cost for the ball machine is \$15 per court time. Yearly passes are available. See the front desk for details.

TENNIS RATINGS

At BIRC, we use the National Tennis Rating Program, which classifies skill levels for more compatible matches, group lessons, league play, tournaments, and other programs. The scale is from 1.0 (never played before) to 7.0 (professional tour players). The majority of the players range from 2.0 to 4.5. Talk to a Park District tennis pro to find out your rating.

LOCKER ROOM POLICIES

Locker room areas are open for use by members. Permanent lockers are available for monthly rental on a space-available basis. Day-use lockers are available for daily use. It is strongly recommended that you lock all personal belongings in BIRC's day-use lockers. The Park District cannot be held responsible for articles lost or stolen in the BIRC. However, loss of personal property should be immediately reported by completing an Incident Report at the front desk.

- Personal belongings left in day-use lockers overnight will be removed. Only children four years of age or younger are permitted to use opposite-gender locker rooms when accompanied by a parent. Children older than four years of age must use the appropriate gender locker rooms. A parent or adult must supervise all children in the locker room within an arm's length.
- All clothing and equipment should be stored in or above lockers when showering. Please do not leave items lying on benches or the floor.
- Please use towels or wear a swimsuit for sanitary reasons when using the sauna. Newspapers and magazines are not permitted in the sauna or steam room. Shaving is not allowed in the sauna or steam room.

AQUATICS POLICIES

- Listen to the staff and follow the rules. The safety of our patrons and staff is priority number one!
- Children under seven years old who are not level 4 swimmers must have an adult (16+ years old) in the water within arm's reach.

- All individuals ages 1-13 must have an adult in the facility.
- Lap swimmers must be eight years old or over and have a level 4 swimming skill and swim license. All lap swimmers must swim continuously.
- Lifejackets are available for non-swimmers. Those wearing lifejackets or floatation devices must stay within the arm's reach of an adult (16 years old+).
- No one is allowed in the pool unless supervised by a qualified lifeguard or certified coach, an employee of the Park District, or an authorized user.
- Camps, birthday parties, classes, and other groups entering the Recreational Swim time must follow the same policies relating to non-swimmers. In addition, the maximum an adult can be responsible for is four non-swimmers.
- Rinse in one of the on-deck or locker room showers before entering the pool.
- No glass, rocks, or sharp objects in or around the pool area.
- No chewing gum is allowed while swimming, lifeguarding, or instructing swimming as it may pose a choking hazard.
- No sitting or hanging on the lane lines.
- No splashing the guards or purposely distracting them in any way. For safety, they cannot afford to be distracted.
- No running or horseplay in or about the pool and dressing room areas.
- Pushing, hitting, or general rough play is not permitted.
- No throwing toys or people in the pool or on deck.
- No unnecessary screaming or yelling.
- No use of foul language.
- No changing on deck.
- No one with open cuts, sores, diarrhea, or other infectious diseases may use the pool or spa.
- Persons shall not pollute the pool in any manner. Those not potty trained must wear a swimming diaper and utilize designated changing stations.
- Smoking is not permitted anywhere in the building, on deck, or on the adjacent grounds.
- Only play equipment set out by the lifeguard staff may be utilized during Recreational Swim times. The Recreation Administrator must approve outdoor equipment or flotation devices.
- Diving rings are allowed.
- No squirt guns.
- No hard balls; beach balls are permitted.
- No standing on mats or other floatation devices. Keep mats at least three feet from the edge of the pool.
- No throwing toys or people in the pool or on deck.
- Personal audio equipment must be kept at a level not to disrupt other users.
- Please be courteous and share lounge chairs by occupying a lounge chair for a maximum of 2 hours.
- Please clean up your garbage after yourself.

KIDS CLUB POLICIES

Supervised activities for young children ages four months to 9 years are available in the Kids Club. All requisite enrollment and medical forms must be complete and on file before reservations are accepted. General reservation and usage policies are as follows:

- Reservations are required and may be made one week in advance.
- The maximum length of stay is two hours.
- Parents must remain in the BIRC while a child is enrolled in Kids Club. No exceptions can be made.
- Children who are sick or exhibit symptoms cannot be accepted in Kids Club.
- Should it be necessary to cancel an appointment, please call at least two hours before your scheduled reservation. If the Kids Club is not open, please leave a voicemail message or contact the front desk. Failure to cancel an appointment will result in full charges being assessed.
- Staff cannot change diapers. Staff will notify the member if a child requires a diaper change. A changing table is provided in the Kids Club or restrooms.
- Food and snacks cannot be brought into Kids Club. Children may have food allergies that staff are not aware of, and it can be difficult for children to watch others eating. Staff will occasionally supply some snack items to all children. Bottles and non-leaking cups are permitted.

Signature: _____

Date: _____

Adult Code of Conduct

The Bainbridge Island Recreation Center is a public recreational facility providing exceptional opportunities for the community we serve. Our primary mission is to provide safe, high-quality youth, adult, and family programming to best address the needs of our community. We strive to maintain an environment of respect and compassion for all. All members and guests must adhere to all rules and policies of the Bainbridge Island Recreation Center and are expected to act in a safe, courteous, and respectful manner at all times.

Participants and visitors must adhere to the following:

- Be respectful and courteous at all times.
- Comply with requests and direction from Recreation Center staff, officials, instructors, and facilitators who are acting in the performance of their duties.
- Comply with any rules and guidelines set forth for the particular program, event, or class.
- Wear proper fitness attire and non-marking shoes.
- Shirts and shoes are required at all times outside the locker rooms.
- All requests and instructions by the Recreation Center's staff should be strictly followed. Failure to do so may result in any person, including members, being directed to leave the premises.

Participants and visitors must refrain from:

- Smoking in the Recreation Center facility or on the pool deck.
- Carrying or concealing a weapon or any device or object that may be used as a weapon
- Use of cell phones in the Recreation Center shower and locker room areas
- Use of any video/picture-taking equipment, including camera phones, in Recreation Center's shower rooms and locker rooms.
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior
- Physical contact with another person in an angry, aggressive, sexual, or threatening way
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling, or shouting
- Sexually explicit conversation or behavior.
- Theft or behavior that results in the destruction or loss of property
- Forging or sharing membership cards for access to the Recreation Center or access to programs, services, or classes
- Unauthorized commercial activity – No person is allowed to post, advertise, instruct in private lessons, or solicit individuals in the facility for personal services or for personal businesses that are not directly affiliated and approved through the Recreation Center Management
- Loitering within or on the grounds of the Recreation Center

All participants and visitors are required to report any violation of this Code of Conduct to a BIRC staff member immediately.

Anyone who feels that this Code of Conduct is being violated should immediately report the behavior to a staff person on duty. Suspension or termination of BIRC membership may result from a violation of this Code of Conduct. While an incident is being investigated, the membership of the person(s) accused of violating this Code of Conduct may be temporarily suspended pending a final decision. No refunds will be given for loss of privileges due to a final determination that a violation of the Code of Conduct occurred.

Code of Conduct Enforcement

The following actions may be taken for violations of the Code of Conduct:

- Violations of the code that constitute an immediate and apparent threat to the safety of others or their property will result in all or some of the following actions, including, but not limited to:
 - Verbal warning
 - A suspension of certain and/or all privileges for a specified period of time
 - A permanent suspension

The Bainbridge Island Recreation Center Management Staff ultimately determines the outcome for failure to comply with the Code of Conduct. No refunds will be given for loss of privileges due to a final determination that a violation of the Code of Conduct occurred.

Signature: _____

Date: _____

Adult Recreation Programs

Release and Indemnification

District classes, I hereby agree: to assume the risks of the activities in which I participate; to waive and forever release PARK DISTRICT and its employees, agents and contractors from any and all claims (including those for illness and bodily injury) arising out of or relating in any way whatsoever to my participation in District classes, even though said claims may arise out of the negligence of PARK DISTRICT and its employees, agents and contractors; to limit PARK DISTRICT's liability to the applicable limits of PARK DISTRICT's applicable insurance policy if the foregoing waiver and release is deemed unenforceable; to defend, indemnify and hold PARK DISTRICT and its employees, agents and contractors harmless from and against any and all claims (including those for illness and bodily injury), losses, damages, liabilities and expenses (including attorney fees) arising out of or relating in any way to my participation in District classes, my failure to comply with any of the obligations under this document, or my failure to provide all relevant medical information.

I authorize the provision of emergency medical care to me if needed during participation in District classes when efforts to contact the emergency contact are unsuccessful, and I agree to be financially responsible for all costs thereof. I agree that the waiver and release, limitation of liability, and indemnification provisions of the preceding paragraph shall apply to any provision of medical care. I agree to inform PARK DISTRICT as soon as possible if I test positive for COVID-19 before and while participating in District classes.

I give PARK DISTRICT permission to photograph and videotape me while participating in District classes. I authorize PARK DISTRICT to use such photographs and videotapes to promote its programs and classes, and I waive any and all claims to compensation for such usage. I acknowledge and agree that all such photographs and videotapes will belong to PARK DISTRICT.

I agree that this document shall be binding upon my heirs, representatives, successors, and assigns. I understand and agree that this document is intended to be as broad and inclusive as is permitted by the laws of the State of Washington. If any portion of it is deemed unenforceable, the balance of it shall continue in full legal force and effect.

I agree that if my signature is provided to the Park District via electronic means (email, fax, or otherwise), it shall be deemed equivalent to my original signature for all purposes.

**I AM VOLUNTARILY SIGNING THIS DOCUMENT WITH THE INTENT PROSPECTIVELY TO
RELEASE AND INDEMNIFY PARK DISTRICT AND ITS EMPLOYEES, AGENTS, AND
CONTRACTORS AS SET FORTH ABOVE. I HAVE READ THIS DOCUMENT AND FULLY
UNDERSTAND AND ACKNOWLEDGE THAT I AM GIVING UP IMPORTANT LEGAL RIGHTS BY
SIGNING IT.**

Signature: _____

Date: _____