



Bainbridge Island
Metro Park & Recreation District

Bainbridge Island Recreation Center
11700 NE Meadowmeer Circle, Bainbridge Island, WA 98110
206-842-5661 | birec.org

Member Fee Agreement, Rules and Regulations, Code of Conduct

Member Right to Cancel or Make Changes in Membership Level:

If you wish to cancel this agreement without penalty or make changes to your membership level, you must submit in writing a *Make Changes to Your BIRC Membership* Form 30 days prior to your desired cancellation or change date. This form can be found on our website under the Membership tab.

Nonrefundable Joining Fee:

I understand that I have paid a downpayment and that under no circumstances is any portion of this amount refundable other than stated in the *Joining Fees* Section.

Billing: EFT/Statement:

I understand that I am in full control and responsible for my EFT payment. Statements can be viewed in your membership account and reflect the current month's fees and the past month's payments and charges. Billing statements are posted at the beginning of each month, and EFT drafts occur around on the first of every month. All charges are subject to Washington state sales tax. Accounts not paid in full and received by the due date may be assessed a late payment fee. Accounts that are more than 30 days past due will be suspended until full payment is made. All returned checks may be subject to an NSF fee.

For questions regarding a membership bill or for more information about a specific charge to the member account, please contact the BIRC Membership Department. To ensure prompt resolution, please contact the BIRC Membership Department no later than 30 days following the disputed charge.

Our preferred method of payment for monthly fees and charges is an automatic deduction from the member's checking or savings account. EFT drafts occur around the first 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 BIRC Membership 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 around the first of every month.

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

I. Membership

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

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

Section 3. Membership Approval. Membership applications must be on forms prescribed by the Park District. Approval is subject to payment of all user fees. Only persons 13 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. The Park District shall, from time to time, establish the amount, manner, and time of payment of such fee. The joining fee is deemed fully incurred upon the acceptance of the membership 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 3 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 which are payable by the member. The obligation to pay fees is not dependent on the availability of BIRC's facilities or frequency of use. Tournaments, programs, camps, events, repair, or maintenance of facilities may make it necessary to restrict the use of one or more parts of the facility or to close BIRC temporarily. 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 membership fees are subject to Washington state sales tax.

Section 3. Billing. Billing statements are posted at the beginning of each month. Statements can be viewed in your membership account and reflect the current month's fees and the past month's payments and charges. EFT drafts occur around the 1st of every month. All charges are subject to Washington state sales tax. Accounts not paid in full and received by the due date may be assessed a late payment fee. Accounts that are more than 30 days past due will be suspended until full payment is made. All returned checks may be subject to an NSF fee.

Section 4. Accounting. For questions regarding a membership bill or for more information about a specific charge to the member account, please contact the BIRC membership department. To ensure prompt resolution, please contact the BIRC membership department no later than 30 days following the disputed charge.

Section 5. EFT (Electronic Funds Transfer). Our preferred method of payment for monthly fees and charges is an automatic deduction from the member's checking or savings account. EFT drafts occur around the first of every month, 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 advanced written notice to place a member on Leave of Absence. Members must submit a Make Changes to your BIRC Membership form requesting a Leave of Absence ("Freeze") by at least a 30-day notice. This form can be found on our website under the Membership tab. Fees are reduced to half of the prevailing fees at the membership level most recently maintained for a continuous three-to-twelve-month period while on a 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. If you wish to cancel this agreement without penalty, you must submit in writing a *Make Changes to Your BIRC Membership Form* 30 days prior to your desired cancellation. This form can be found on our website under the Membership tab.

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 is still required to complete the Make Changes to your BIRC Membership 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 membership 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 in 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 30 days in arrears.

V. Non-transferability

BIRC member access is not transferable to another person and may not be sold. Doing so will result in termination.

VI. Changes in Membership Level

Members may make changes to their membership level by completing a Make Changes to your BIRC Membership Form 30 days prior to your desired cancellation or change date. This form can be found on our website under the Membership tab.

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. A 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 Membership Fee Level

Section 1. Membership fee type. The level of membership fee which the applicant has chosen.

Section 2. Term of Membership Fee Level. This membership 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 he/she has read and understands the terms and conditions of this Agreement and agrees 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 Membership Rules and Regulations are posted on our website under the membership tab.

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 MEMBERSHIP

Membership 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 both financially and legally responsible for the terms of this agreement.

NON-DISCRIMINATION

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

MEMBERSHIP APPROVAL

Membership applications must be on forms prescribed by the Park District. Approval is subject to payment of all user fees. Only persons 13 years of age or older (parental consent required for persons under 18) shall be eligible unless approved by management.

CATEGORIES OF MEMBERSHIP

INDIVIDUAL MEMBERSHIP

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

COUPLE MEMBERSHIP

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

FAMILY MEMBERSHIP

Family membership consists 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 membership. Otherwise, dependents 24 years of age and older must have their own membership.

STUDENT MEMBERSHIP

Student members aged 13-17 may join the BIRC with parental or guardian consent. Ages 18-23 must have proof of student enrollment required.

SENIOR MEMBERSHIP

Senior membership consists of one person aged 60 years or older.

MEMBERSHIP 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 be used for the purpose of charging items and services to the member account. Members agree to pay all charges incurred. Members shall not allow others to use their membership card for the purpose of gaining access to BIRC. Unauthorized use of a member card may result in suspension of the member or possible expulsion from BIRC. Lost or stolen cards should be reported immediately. Members will be charged a minimal fee for a new replacement card. Parental authorization will be required to replace the card of any dependent members.

MEMBERS AND ACCOUNTING

CHARGING PRIVILEGES

All members wishing to establish an account may charge for purchases of services and merchandise throughout BIRC by providing proper ID. Charges are billed monthly to 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 the BIRC newsletter, facility updates, Park District programs, activities, special events, and other business via email. We encourage you to refer to these emails and the website for information on upcoming BIRC social and athletic events and classes, as well as 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, Juneteenth, 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 be accompanied by their sponsoring member. Observers agree not to use any of BIRC's facilities, fitness equipment, or locker room amenities. 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 which 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 and paddles are available for rental. Replacement costs will be charged for all broken or non-returned racquets or paddles.

PERSONAL PROPERTY OF MEMBERS

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 handed to the Front Desk. Unclaimed items of significant value can include wallets, money, cameras, bikes, glasses (prescription), and jewelry (non-costume). Typically, these items will be held for a period of one month and then taken to the Police Department or a charitable organization. Avoid bringing items of extreme value to BIRC. Clothing, socks, water bottles, and other items will be at the Front Desk for a short period of time, then taken directly to a charitable organization. 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 in the facility 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 in conformity with 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 weights or cardiovascular equipment; no sandals or open-toed shoes are 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 the equipment.
- Wipe down equipment after each use.
- Please replace all weights and equipment when finished.
- 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 10 are not allowed in fitness areas.
- Limit your workout on the cardiovascular equipment to 30 minutes if other users are waiting.
- Place fitness towels in towel bins provided throughout the facility.
- 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 — FITNESS FLOOR

- Infants and children 9 years of age and younger are not allowed in fitness areas.

- Youth ages 10-12 must be directly supervised by an adult at all times.
- Youth ages 13-17* may be in the fitness areas unsupervised.
- Proof of age required.
- Proof of age must be provided upon request.
- Must have membership photo on file.

*Our Teens Intro to Strength Training class is not required to access the fitness areas but it is strongly recommended for all youth ages 13-17. Contact the Front Desk for further information.

YOUTH POLICIES — GYMNASIUM

- Children 9 years of age and younger must be directly supervised by an adult at all times.
- Youth ages 10-17 may use the gymnasium unsupervised.
- Proof of age required.
- Proof of age must be provided upon request.
- All members and guests must check in at the front desk before entering the gymnasium.

GROUP EXERCISE POLICIES

- Enrollment and check-in are required for all classes.
- Please be on time for all classes. The warm-up is important to avoid injury. For safety reasons, please do not enter the class if you are more than five 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 class to help control the studio temperature.
- No children or infants are allowed in class while the parent is participating. No strollers or carriers will be allowed in the studios 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 put back to the credit card on file. 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. You may also email birec@biparks.org to cancel. Unless a doctor's note is received, the following refund policy applies: Requests made seven days or more prior to the start of the program will receive a full refund less a service charge. The seven-day period does not include the day the class begins (i.e., the seventh day is the day before the class starts). Counting backward to the first day, a refund request must be received no later than midnight before the first day of the seven-day period. No refunds will be granted if requests are received less than seven days before the start of the program. No refunds will be granted 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 pre-approved by management or an instructor.

GROUP EXERCISE STUDIO NON-SCHEDULED CLASS TIMES POLICIES

- The main group exercise studio and small group 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 and small group studio may be used when working with a BIRC personal trainer.
- The main group exercise studio and small group studio may be used for individual exercises only. No group exercise is allowed without permission from the BIRC Program Administrator. All equipment must be sanitized and returned to its proper place.
- The Pilates Reformer studio may not be used for personal use outside of a scheduled class.
- Sports, other than table tennis, may not be played in the studios, e.g., any throwing of objects that could potentially break the mirrors.
- The studios may be rented during times when there is not a class in session for group activities, e.g., meetings and practices.
- All rentals must be pre-arranged with the BIRC Recreation Administrator.
- In most cases, studio rental does not include the use of the stereo or microphone.
- Members must be ages 13 and older to use the studios unless in an organized program.
- Members may not use the stereo equipment.

LOCKER ROOM POLICIES

Locker room areas are open for use by members, punch pass users, and guests. Permanent lockers are available for monthly rental for members 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 or rented lockers. The Park District cannot be held responsible for articles lost or stolen in the BIRC. Loss of personal property should, however, 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 ages 4 and younger are permitted to use opposite-gender locker rooms when accompanied by a parent. Children ages 5 and older must use the appropriate gender locker rooms. A parent or adult within arm's length must supervise all children in the locker room.
- When showering, all clothing and equipment should be stored in or above lockers. Please do not leave items lying on benches or on the floor.
- Towels should be put in the towel bins.
- No cell phone or camera use.

STEAM ROOM AND SAUNA POLICIES

- Shower before entering.
- No shoes allowed. Only 100% cotton clothing or towels may be worn. All persons must sit on a towel.
- No food or drink allowed.
- Do not pour or place items, water, or any other type of liquid on the sauna heater or rocks. Do not use scented oils. Members and guests may be

responsible for any damage to the sauna or steam room.

- Youth ages 6 and younger may not use. Youth ages 6-14 must be accompanied by an adult.
- For sanitary reasons, please use towels or wear a swimsuit when using sauna.
- Newspapers and magazines are not permitted in the sauna or steam room.
- Shaving is not permitted in the sauna or steam room.

TENNIS POLICIES

BIRC TENNIS PROGRAMS

Programs are geared to help players connect with other players, improve their skills, and enjoy the great game of tennis. Certain 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 instructional, social, and competitive 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 Park District tennis staff unless with specific permission from the Recreation Superintendent or Director.

TENNIS COURT RESERVATIONS

SIGN-IN, SUBSTITUTES, AND NON-MEMBERS

- All members are required to check in at the Front Desk prior to proceeding to the courts.
- Notify Front Desk personnel of substitutions prior to court time.
- Daily users and pass holders must be checked in and pay for court use/play at the Front Desk prior to play.

COURT TIMES

Generally, court sessions are 75 minutes in prime time, 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 in making 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. After the 15-minute grace period has expired, the court will be released to any member who is ready to play. In the case of an emergency, a court may be held longer if the members call the Front Desk to announce their intention to play on the court. A cancellation fee will be charged for no-shows and those who cancel their court time within 4 hours of their reservation.

Seven-Day Advance Reservations:

Seven-day court reservations begin at 7:00a 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.

Two-Day Advance Reservations: (available court time current day or the next day) Two-day court reservations are available without restrictions.

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

Three-Day Advance Reservations for Fitness Members and Guests:

Fitness Members and guests may reserve courts for a fee three days in advance. Reservations can be made by calling or stopping by the Front Desk.

Ball Machine Court:

Counts as an advanced court reservation.

CANCELLATIONS

As a courtesy to other players, the earliest possible cancellation of a court is encouraged. Cancellations within four hours must be made through the Front Desk. 24-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 put back to the credit card on file. 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. You may also email birec@biparks.org to cancel. Unless a doctor's note is received, the following refund policy applies: Requests made seven days or more prior to the start of the program will receive a full refund less a service charge. The seven-day period does not include the day the class begins (i.e., the seventh day is the day before the class starts). Counting backward to the first day, a refund request must be received no later than midnight before the first day of the seven-day period. No refunds will be granted if requests are received less than seven days before the start of the program. No refunds will be granted if requests are made once the program has started. Some exceptions may be made for documented injury or illness.

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. We special order racquets directly from the manufacturers to personalize the size of grip and stringing needs. We offer a stringing credit for racquets purchased through BIRC. Contact a BIRC pro for more information.

RE-STRINGING

We have a full-service racquet re-stringing. Services include replacement of grips and bumper guards, grip buildup, as well as re-stringing. We carry a full line of products that will help you get the best out of your equipment. Those wanting expedited re-stringing and repair service, a two-day turnaround, will be charged a nominal expedited service fee.

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 containers of water/sports drinks are allowed in the court areas. Please leave the court clean of tennis balls and litter when you are done. 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, termination, or other disciplinary actions.

ENTERING/LEAVING COURTS

When going to your court, please wait until your court time to enter the outside building or the main building. 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 to 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 point in play on the adjoining court has stopped.
- During play, if a stray ball is placing other players in jeopardy, it is an acceptable time to get their attention so they do not get hurt.
- When returning loose balls to another court, do not hit aimlessly. Instead, pick up the ball and return it so that it goes directly to one of the players on the other court.

CURTAINS BETWEEN COURTS

Generally, curtains at BIRC should remain open during regular play. During lessons, ball machine use, or more novice play, curtains generally should be closed. If both parties agree, you may deviate from these general guidelines.

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 is 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 know 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

The use of a ball machine is available. Advanced reservations for the ball machine can be made through our online booking system or at the Front Desk. There is a charge for the ball machine per court time. Punch passes, and yearly passes are available. See the Front Desk for details.

TENNIS RATINGS

At BIRC, we use the National Tennis Rating Program, which is a method of classifying 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 what your rating is.

AQUATICS POLICIES

- Listen to the staff and follow the rules. The safety of our patrons and staff is priority number one!
- Children ages 7 and younger who are not Level 4 swimmers must have a responsible person 16 years or older in the water with them within arm's reach.
- All individuals ages 1-12 are required to have an adult in the facility.
- Lap swimmers must be at least ages 8 and older 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 arm's reach of a responsible person ages 16 and older.
- No one is allowed in the pool unless supervised by a qualified lifeguard or certified coach who is 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 as previously stated 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 prior to entering the pool.
- No glass, rocks, or sharp objects in or around the pool area.
- No chewing gum 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.
- No running or horseplay in or about the pool and dressing room areas.
- Pushing, hitting, or general rough play is not permitted.
- No unnecessary screaming or yelling.
- No use of foul language.

- No changing on deck.
- No one with open cuts, sores, diarrhea, or other communicable diseases may use the pool or spa at any time.
- People shall not pollute the pool in any manner. Those not potty trained are required to 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. Outside equipment or flotation devices must be approved by the Recreation Administrator.
- Diving rings are allowed.
- No squirt guns.
- No hard balls; beach balls are permitted.
- No standing on mats or other flotation 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 two hours.
- Please clean up your garbage after yourself.

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 always.

Participants and visitors must adhere to the following:

- Always be respectful and courteous.
- Comply with requests and directions from Park District staff, officials, instructors, and facilitators who are acting in the performance of their duties.
- Comply with any rules and guidelines set forth for the program, event, or class.
- Wear proper fitness attire and non-marking shoes.
- Shirts and shoes are always required outside the locker rooms.
- All requests and instructions by the Park District'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 BIRC 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 BIRC shower and locker room areas.
- Use of any video/photography equipment, including camera phones, in BIRC'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.
- Misuse or abuse of BIRC equipment. Violators will be responsible for any damage that occurs.
- Theft or behavior that results in the destruction or loss of property.
- Forging or sharing membership cards for access to the BIRC or access to programs, services, or classes.
- 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 BIRC Management.
- Loitering within or on the grounds of the BIRC.

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 suspended pending a final decision. No refunds will be given for loss of privilege 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
 - A permanent suspension

The BIRC Management ultimately determines the outcome for failure to comply with the Code of Conduct. No refunds will be given for loss of privilege due to a final determination that a violation of the Code of Conduct occurred.

Adult Recreation Programs

Release and Indemnification

Park 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 Park 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 Park 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 Park 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 foregoing paragraph shall apply to any provision of medical care. I agree to inform PARK DISTRICT as soon as possible hereafter if I test positive for COVID-19 before and while participating in Park District classes.

I give PARK DISTRICT permission to photograph and videotape me while participating in Park 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 and that 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 (e-mail, fax, or otherwise), it shall nonetheless be deemed the equivalent of my original signature for all purposes.

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