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Rules & Regulations

MEMBER PRIVACY

Our members' safety and privacy is important to us. Therefore we will not be able to supply anyone, member or not, any of the following information either in person or over the phone, unless there is an emergency:

- Whether or not a particular member has checked in
- Whether or not a particular member has left
- Whether or not a particular member has a scheduled appointment or reservation of any kind
- Whether or not a particular child is in KidZone

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GENERAL RULES

- **All members and guests must check in at the Service Desk upon entering The Athletic Club.**
- Guests must be accompanied by a member and must register at the Service Desk upon entering The Athletic Club. A guest fee will be charged to the member for each guest using The Athletic Club's facilities, with the exception of the non-private areas. Local guests may use The Athletic Club no more than twice per calendar month.
- No person whose membership in The Athletic Club that has been terminated for cause will be accepted as another member's guest.
- All minor guests under 18 years of age must be registered and accompanied by a parent or guardian.
- Appropriate clothing must be worn while using The Athletic Club. Requirements are:
 1. Shirts and shoes must be worn at all times.
 2. No cut-off shorts or aerobic leotards are allowed in the swimming pool.
 3. Street shoes are not permitted on the pool deck at any time.
 4. Street shoes that have been worn outside may not be worn on the racquetball, multi-purpose, basketball, tennis courts or the aerobic room floor.
 5. Clothing is to be modest and non-offensive to other members and Club Northwest management.
- No pets or animals of any kind are allowed in Club Northwest, with the exception of guide dogs or at special Club sanctioned events.
- No member, guest, or visitor shall take any Club article from Club Northwest. Members are liable for Club property that is damaged or destroyed by them or by their guests.
- No notice, subscriptions, paper, or petition shall be posted or circulated without prior management approval. No solicitation of services or products is allowed on the premises.
- For the purpose of scheduling, The Athletic Club prime time hours are defined as Monday through Friday from 9:00 to 11:00 a.m. and 4:00 p.m. to 8:00. p.m.

HOURS OF OPERATION

The hours of operation for the private areas of the Club shall be permanently posted on the entrance door. The current hours are listed below and are subject to change:

Monday through Friday	5:00 a.m. – 11:00 p.m.
Saturday and Sunday	7:00 a.m. – 9:00 p.m.

HOLIDAY HOURS

Club Northwest will be closed on Thanksgiving Day and Christmas Day.

Club Northwest will be open from 7:00 a.m. to 3:00 p.m. on the following holidays. There will be no classes held on these holidays.

- New Year's Day
- Easter Sunday
- Memorial Day
- 4th of July
- Labor Day

Club Northwest will close early on the following days:

- Christmas Eve at 3:00 p.m.
- New Year's Eve at 6:00 p.m.

PRIVATE vs. NON-PRIVATE AREAS

Members, guests, or non-members entering the private area of the Athletic Club must first check in at the Service Desk. Only members and their guests are allowed in the private areas of the Club. Exceptions may be made only for non-members who have paid non-member fees for special programs (i.e. swim lessons), in which case, the person is limited to attending the program and then exiting the Club immediately following the activity.

Club Northwest also features areas that are open to both members and to the general public. These non-private areas include KidZone, The Spa at Club Northwest, The Juice Co., The Pro Shop, the new well Guaranteed Weight Loss Center and Impact Physical Therapy.

vision of their parent/guardian.

Ages 11 and under are not permitted to attend group exercise classes due to safety concerns and insurance restrictions.

RACQUETBALL/HANDBALL/WALLYBALL/TENNIS: Children may use courts during non-prime times, during Club-sponsored instruction or as part of a family group during prime time. *Parents must be in the viewing area or playing with them.*

AQUATICS CENTER: Children may use the Aquatics Center during designated family swim times, as part of an organized program, or with their parents or adult guardian. A lifeguard is only scheduled during family swim times. During all other times, parental supervision of all children under fourteen years of age is absolutely required.

Ages 7—13: During family swim time, parents may leave the pool area by signing their children in with lifeguard.

Ages 6 and under: Even when a lifeguard is on duty, children six and under must be under the close supervision of their parent(s) or adult guardian *at all times.*

UNCLE AL'S PLAY CENTER, KIDZONE (non-private area): Member children may visit the play center during their parent's work out in The Athletic Club. With a validated voucher and current KidZone registration this usage is paid for by Club Northwest. KidZone is also open to the public and has many activity and drop-off programs for both members and the public. Please see the KidZone for schedule and details.

KIDZONE GYMNASTICS (non-private area): The KidZone gymnastics area may be used during scheduled class times or during open gym times. When coaches and staff are not present, the gymnastics floor is off limits to children and adults alike. Please see the KidZone for schedules and details.

SPECIAL NOTE: The Club will allow the occasional off-peak participation of parents with young children in certain athletic areas. However, the parent or adult guardian must be participating with, or closely supervising, the child at all times. This play is never to be in any of the weight training or cardiovascular areas and is restricted to courts, pools, and outdoor areas. For example, a parent may shoot baskets with their six-year-old child on Saturday afternoon when the Multi-Purpose Room is not in use, or try their hand at racquetball on an empty court after school when the courts are not in high demand. These areas are first and foremost the domain of serious participation for older members and guests.

- All members and their guests must provide notice to The Athletic Club if they have any medical disorder, disease or other malady which may require special treatment or precaution in the event of any injury or emergency. No doctors, first aid or paramedic personnel will be made available by Club Northwest.
- Club Northwest, or any portion thereof, may close occasionally for up to fourteen days for special purposes such as cleaning or improvements. Since such improvements are for the benefit of the members, during such closures dues will not be adjusted. The Club will post notices to members of any such closings at least ten days in advance.
- Purchases for merchandise, programs, services and events are non-refundable. In some cases, an exchange may be offered, however, no cash refunds will be made.
- Prepaid dues are non-refundable, and memberships are non-transferable except in the event a member moves more than fifty miles away from the club. In that case, the membership and any pre-paid dues, other than the final month's dues, may be transferred to a new member. A \$50 transfer fee will be charged.
- Prepaid final month's dues will be held in reserve and applied to the calendar month following written notice and acceptance of cancellation request.
- Club Northwest and its associates may use members' or guests' photographic images, name, likeness, description, phrases, or otherwise for any lawful purpose, in any form or manner without financial compensation or consideration.
- The rules contained herein are not all inclusive. Management retains the right to revise, expand or delete rules and regulations as it may deem appropriate.

ACCOUNTING & BILLING

- Monthly dues and annual KidZone registration will be paid automatically by electronic funds transfer (EFT) from a checking, savings, or credit card account. EFTs will be processed on or after the first day of each month and will reflect the current month's dues and any charges from the previous month.

- Any checks, EFTs, debit or credit card payments returned unpaid to the Club will be assessed a \$20 processing fee.
- All balances are due on the first day of the month and are considered delinquent if unpaid after the tenth day of the month. Accounts will be charged a \$5 late fee if payments are not received by the tenth of the month. If a member is 45 days delinquent in paying their account, the member may be suspended from using the Club until the account is current. A member that is sixty days delinquent may lose their membership and be referred to a collection agency.
- Accounts may be paid in advance, and a discount may be offered to members for paying twelve months in advance. All prepaid dues are non-refundable.
- Members in good standing who have provided EFT/Bank Draft information will have a line of credit available through the Club. Such members may use their membership card to charge purchases in the Club or related businesses within the facility by signing a charge slip. Only the member can charge on his or her member account. Disputes to member charges must be made within ninety days.

LIABILITY FOR USE OF PROPERTY

It is expressly agreed that all use of the Club facilities shall be undertaken by a member or guest at their own risk, and the Club shall not be liable for any injuries or damages to any member or guest, or be subject to any claim, demand, injury or damages whatsoever, including, without any limitation, those damages resulting from acts of active or passive ordinary negligence on the part of the Club, its officers or agents. The member for himself and on behalf of their executors, administrators, assigns, agents and successors, releases and discharges the Club, its owners, officers, partners, employees, agents, assigns and successors from any and all such claims, demands, injuries, and damages to any property including but not limited to automobiles and contents thereof.

ASSUMPTION OF RISK

Physical activity, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Club Northwest has facilities for and provides for activities such as weight lifting, swimming, aerobic activities, tennis, racquetball, and rock climbing.

LOCKER ROOMS: Children thirteen and under must only use the family locker rooms. Children fourteen and over may use the adult locker rooms.

JUNIOR CERTIFICATION: Children ages 12 and 13 may take a one-hour class with a personal trainer, pass a test and become Junior Certified to use some adult areas of the Club. They must still be under the direct supervision of a parent or adult guardian.

POOR BEHAVIOR: Any child(ren) engaging in behavior that may infringe upon the rights or safety of the members or guests will be dealt with firmly. Parents or adult guardians are responsible for the actions of their children.

'USE' DEFINED: Children must be using—engaged in some type of activity specific to Club facilities, programs and services— at all times. Children cannot simply roam around, hang out, run around, etc. Children are not to be left in or around areas where parents are engaged in an activity (i.e.—a parent is not allowed to leave their child outside the aerobic room while he or she takes a class.)

WEIGHT FLOOR AND EQUIPMENT:

Ages 12 & 13 may use the Weight Areas if they have been Junior Certified by a certified personal trainer and are under the direct supervision of their parent/guardian.

Ages 11 and under are not permitted on any weight floors due to safety concerns and insurance restrictions.

MULTIPURPOSE ROOM: Children of all ages are welcome to use the Multi-Purpose Room any time other than during league play, adult-only activities and prime time hours.

Ages 7—13 must be under close supervision of their parent or adult guardian.

Ages 6 and under must have their parent/adult guardian in the Multi-Purpose room with them.

CARDIO THEATER:

Ages 12 & 13 may use the recumbent and upright bikes if they have been Junior Certified by a certified personal trainer and are under the direct supervision of their parent/guardian. All other pieces of cardio equipment including the yellow RPM cycles may NOT be used.

Ages 11 and under are not permitted in the Cardio Theatre due to safety concerns and insurance restrictions.

GROUP EXERCISE CLASSES:

Ages 12 & 13 may attend group exercise classes if they have been Junior Certified by certified personal trainer and are under the direct super-

RACQUET SPORTS COURT RESERVATION POLICIES

Court reservation rules are meant to allow all members fair and equal opportunity to enjoy the courts. All members in good standing may reserve racquetball or tennis courts by adhering to the following policies:

- All racquet sport courts may be used only after signing up at the Service Desk, either by reservation or at the time of use for open courts.
- Reservations for courts may be made for two or more players. When making reservations all players names must be given. An individual player may use any unreserved court as available.
- Members will be limited to reserving one court for one hour per day (single or double tennis, racquetball, handball or group wallyball). Once the court time has been used, another reservation may be made for that day.
- Courts will become available for reservations two days in advance and can be made by phone or in person at the Service Desk during any open Club hours.
- All reservations must include all names of those using the court. Please notify the Service Desk of any changes.
- Cancellation is required and must be made as early as possible by phone or in person.
- Reserved courts left open fifteen minutes past the reservation time will become open to other members.

FAMILY POLICIES

At Club Northwest, children and teens are encouraged to visit the Athletic Club under the following guidelines:

Ages 14 and above are considered adults in all areas of the Club and are free to use any equipment. However, at certain times they may be asked to respect adult-only activities.

Ages 13 & under are considered children and must be under close supervision of a parent or adult guardian at all times in all areas of the Athletic Club or be engaged in an activity run by the Club.

GUEST FEES: Any child not included on a membership will be subject to the following guest fees:

Ages 14 and over	Full Guest Fee (\$12)
Ages 13 and under	Child Guest Fee (\$8)

CHECK-IN: All children must check in at the Service Desk. Anyone attempting to circumvent the check-in process will be subject to penalties.

Some of these involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity that places stress on the cardiovascular system.

The specific risks vary from one activity to another, but in each activity the risks range from 1) *minor injuries* such as scratches, bruises, and sprains to 2) *major injuries* such as loss of sight, joint or back injuries, concussions and heart attacks to 3) *catastrophic injuries* including paralysis and death. It is expressly agreed that participation, as a member or guest, at Club Northwest, KidZone or other related businesses, is voluntary and that all such risks are knowingly assumed. In the event of medical emergency, management will call EMS to render assistance and the member or guest will be financially responsible for any expenses involved.

HERE'S TO YOUR HEALTH

Each day, hundreds of members who care about their health and fitness visit us and take advantage of the Club Northwest lifestyle. Your health and safety is of primary importance to us and we offer the following common sense tips to help keep you and all of our members in tip-top physical condition:

1. Please be considerate of other members and refrain from visiting the Club when you have a virus, cold, skin condition or other illness that you know to be contagious. We'll be here waiting for you when you are better.
2. Prevent direct contact with shared surfaces by:
 - Wearing flip flops or water shoes in the locker room and shower
 - Using a towel (or wearing a bathing suit) as a barrier on the benches in the sauna or steam rooms
 - Using a towel or clothing as a barrier when sitting on benches in the locker room
3. Washing your hands after using the restroom
4. Wiping down equipment after using it with the antibacterial wipes provided by the Club

We and your fellow members thank you!

MEMBERSHIP DEFINITIONS

- **Individual**—an individual adult eighteen years or older.
- **Couple**—husband and wife, or parent and unmarried child under the age of 21 residing with parent.
- **Family**—three or more people in an immediate family. Children must be unmarried, under the age of 21 and reside with parent(s).
- **Senior Individual**—an adult who is at least sixty years old.
- **Senior Couple or Senior Family**—same as Regular Couple or Family but one of the individuals must be at least sixty years old.
- **Student**—teens between fourteen and seventeen years of age or a full-time adult student of any age.
- **Corporate**—please see a membership counselor regarding corporate membership.

MEMBERSHIP CHANGES

- All requests for membership status changes must be submitted *in written form* to the Member Relations Office.
- When dependents on family memberships turn 21 years old, they lose their eligibility to be on the family membership as a child. The member must then establish an individual membership and pay the regular individual dues.
- The membership fees, monthly dues and membership rules are subject to change by management as conditions may warrant. Members will be advised by the Club of any changes in dues by no less than thirty days advance written notice.

FREEZE POLICY

Members may temporarily freeze their membership for a minimum of one month and for a maximum of one year for the following reasons:

1. Medical, including pregnancy - *a signed note from a physician is required*
2. Temporarily out of the area

Members in the freeze status will be assessed freeze fees at the following monthly rates (in lieu of monthly membership dues):

Individual	\$20
Couple	\$25
Family	\$30

Those in the freeze status will not be permitted to use the Club facilities until the membership is reactivated. All freezes must be pre-approved by the Club management before the freeze is to begin. If a membership is under its Lifestyle contract period, the contract will be extended by the number of months of the freeze.

CANCELLATION OF MEMBERSHIP BY CLUB NORTHWEST

The Club shall be entitled to terminate a membership with written notice upon the occurrence of any of the following:

- Failure by any member to pay all fees or charges owed within sixty days of the due date.
- Any violation of the Rules & Regulations.
- Conduct by the member, while on the premises of the Club, which in the opinion of the Club is unbecoming or causes a nuisance to the Club, other members, or guests.
- Conduct by the member that may financially harm the Club or unnecessarily agitate the membership.
- Abuse of the facilities by the member.
- Theft of any property belonging to the Club or another member or guest.

CANCELLATION OF MEMBERSHIP BY MEMBER

Any member not currently in a lifestyle agreement may terminate membership privileges by completing, *in person*, a written cancellation request to the Club prior to the calendar month of cancellation. Members under a Lifestyle Agreement may not cancel until the contracted period has expired. The member shall remain liable for any unpaid dues and charges through the one-month notification period whether or not they have used the facilities. Members will not be entitled to a refund of any part of their membership fees or dues. Notice must be received prior to the first day of the calendar month of cancellation to become effective for that month. Notification must be in writing, no phone calls will be accepted for cancellation. Any member who has canceled their membership and wishes to re-join at a later date will be subject to all start-up fees including membership fees.