



CALABASAS TENNIS & SWIM CENTER RULES & REGULATIONS

Updated November 1, 2021

It is the intent of management to limit these Rules and Regulations (“Rules”) to the minimum that are required to ensure the enjoyment of The Center by the members, and the community at large. The obligation of enforcing these Rules lies primarily in the hands of the Calabasas Tennis & Swim Center Staff whose principal responsibility is to ensure members and patrons of all the courtesies, comforts and services to which they are entitled. It is also the duty of the membership and patrons of The Center to know its Rules and Regulations and to cooperate with the management and staff in their enforcement.

HOURS OF OPERATION

Monday-Friday: 6:00am-10:00pm
 Saturday & Sunday: 8:00am-6:00pm

CONTACT INFORMATION

Main Phone: (818) 222-2782
 Fax: (818) 222-8602
 Website: www.calabasastsc.com

HOLIDAY SCHEDULE

New Year’s Day	January 1	CLOSED
Day Following New Year’s Day	January 2	8:00 am - 2:00 pm
Martin Luther King Day	3 rd Monday in January	Regular Hours
President’s Day	3 rd Monday in February	Regular Hours
Memorial Day	Last Monday of May	8:00 am - 6:00 pm
Independence Day	July 4	8:00 am - 6:00 pm
Labor Day	1 st Monday in September	8:00 am - 6:00 pm
Veteran’s Day	November 11	Regular Hours
Thanksgiving Day	4 th Thursday in November	CLOSED
Day Following Thanksgiving	4 th Friday in November	8:00 am - 5:00 pm
Christmas Eve	December 24	8:00 am - 12:00 noon
Christmas Day	December 25	CLOSED
New Year’s Eve	December 31	8:00 am - 12:00 noon

****Hours of operation and Holiday schedule are subject to change****

ARTICLE I Definitions and Application

1.1 THE CENTER

“The Center” refers to the facility provided at the Edmund D. Edelman Calabasas Tennis & Swim Center, 23400 Park Sorrento, Calabasas, CA 91302

1.2 MANAGEMENT

“Management” refers to City employees and appointed Staff at the Calabasas Tennis & Swim Center. The affairs of The Center are administered by the Recreation Manager (“Manager”), under the direction of the Community Services Director. The Manager has supervisory responsibility over The Center at all times. Policy issues are addressed by the City’s Parks, Recreation & Education Commission which refers policy recommendations to the City Council for action.

1.3 MEMBERSHIP

- a) A membership is the contractual privilege by which designated persons enter into The Center for the purpose of using and enjoying the available facilities at the times and in the manner set forth in these Rules. Membership identifies a person obligated for the payment of all fees, dues, fines and charges. Members agree to be bound by these Rules as presently enacted or hereafter amended.
- b) Membership does not imply any right or privilege to participate in, or administer, The Center’s business policies and does not create any vested or proprietary right of any kind in land, the Center, its facilities or assets. Membership does not create any presumption that the facilities or services that are now, or hereafter available, will continue to be available.
- c) Membership may be subject to disciplinary action, including warnings, suspension or revocation, in accordance with these Rules.
- d) Management at all times retains the full right to add, delete or modify the categories of membership and the right to modify or discontinue any or all of the membership privileges applicable to any membership category.

1.4 FEES

All membership fees, monthly or otherwise, are determined by the City Council. The Council reserves the right to modify, change and add to these fees, dues and charges at its sole discretion. The schedule of fees, dues, and charges in effect at any given time is contained in a classification table available for review at The Center’s office. Membership fees are adjusted annually per City Council Resolution based upon the Consumer Price Index for L.A. County.

1.5 MEMBERSHIP USE

- a) Membership entitles a member, their partner, and all dependent children under 23 residing at the member’s residence to use The Center, providing the applicable fees, are paid in a timely manner, as listed in the current classification table, and (based upon membership type).
- b) All references to membership and use of The Center includes, but is not limited to members, guests and the community.

1.6 APPLICABILITY OF RULES

These Rules apply to all members and day use patrons.

ARTICLE II Privileges and Classification of Memberships

2.1 TENNIS MEMBERSHIP

This membership entitles members to use of the Tennis, Health and Swim facilities, unless stated otherwise in membership classification. (Must be 14 years and older to use Health facilities).

2.2 HEALTH MEMBERSHIP

This membership entitles members to use of the Health and Swim facilities, unless stated otherwise in membership classification. (Must be 14 years and older to use Health facilities).

2.3 NON-PRIME TIME MEMBERSHIP

This membership entitles members to use of the Tennis, Health and Swimming facilities unless stated otherwise in membership classification and within the posted non-prime time hours.

Ability to participate in "Members Only" tournament and leagues (space permitting)

Please see Membership flyer for current Non-Prime Time hours.

Non-prime time members please note that you must leave the facility by the end of your allotted time

2.4 WEEKEND NON-PRIME TIME MEMBERSHIP

This membership is the same as the Non-Prime Time Membership, but during the Weekend Non-Prime Time hours only.

Ability to participate in "Members Only" tournaments and leagues (space permitting).

Please see Membership flyer for current Weekend Non-Prime Time hours

2.5 MEMBERSHIP CLASSIFICATIONS

- a) Senior Membership: Any individual 60 years of age or older.
- b) Senior Couple Membership: A couple where at least one individual is 60 years of age or older and both live at the same residence. It is the member's responsibility to file a change form at the time one or both of them turn 60 and are eligible for a senior membership.
- c) Adult Single Membership: Any individual between 18 and 59 years of age.
- d) Couple Membership: Two adults living in the same residence, or an adult and one dependent child.
- e) Family Membership: Any individual, his or her partner and all dependent children under 23 years of age, and all living in the same residence. Any dependent who turns 23 will be removed from the membership. They may continue with their own membership, but the change must be made within thirty (30) days of their 23rd birthday.
- f) High School Membership: Any individual between 14 and 17 years of age.
- g) Youth Membership: Any individual 13 years of age and under. They may only use the Tennis and Swim facilities. Using workout equipment and/or Health facility is prohibited.

ARTICLE III Membership Policies

3.1 ELIGIBILITY

- a) Anyone shall be eligible to join The Center without regard to race, color, national origin, gender, age, religious preference or county of residence.
- b) Anyone shall become a member after completing the application and paying the appropriate fees. There are limits to the number of memberships The Center can accept. When that

number is reached, new applicants will be placed on a waiting list on a first-come, first- served basis.

3.2 LEAVE OF ABSENCE

Leave of Absences are granted for medical reasons only with prior written notice from your physician. Leave of Absence Request Forms must be submitted prior to the 20th of the previous month to avoid normal member fee transactions. Leave of Absence is valid for a maximum of 6 months. To reinstate membership, you must contact the Business Coordinator on or prior to your first return visit. A leave of absence is not retroactive.

3.3 VOLUNTARY RESIGNATION

A member who is in good standing and current in all obligations to The Center may resign at any time by completing a Membership Action Request Form at The Center or by submitting in advance written notice of resignation by the 20th day of the month to The Center. Written resignation received before or on the 20th day of the month will be effective at the end of that month. Written resignations received after the 20th day of the month will be effective at the end of the following month; members will be responsible for all of the current month's dues and the following month's dues. Prepaid last month's dues, if any, will be applied to the following month. In either event, the member will be responsible for all other charges for services and obligations to The Center, which are incurred on the member's account up to the effective date of the termination of the membership. Prior to final termination of the membership, the member must have turned in all membership cards and paid any amount owed on the member's account with The Center. A membership termination is not retroactive, and a terminating member shall not be entitled to a refund of any part of the monthly dues.

3.4 INVOLUNTARY RESIGNATION

The Center shall have the right, with or without cause, to revoke any membership at any time by providing written notice of revocation to the holder of the membership. The membership of any member who is thirty (30) days in arrears with respect to the payment of the member's account may at the sole option of The Center's Management, be terminated, in which case the member shall be responsible for dues and charges through the date of termination.

3.5 RE-ACTIVATION

If membership was terminated in "good standing", there will be a charge of \$75.00 to reactivate plus the current months dues. If membership is terminated for non-payment of dues, then the back dues, current dues and a \$100.00 reactivation fee will be charged.

NOTE: "good standing" shall be defined above as being paid up to date and following proper termination policies and only if, space is available.

3.6 CHANGE IN STATUS

To change the status of your membership (i.e. upgrade from couple to family tennis membership), pick up a change of status form at The Center, fill it out and turn it in. If your request is received by the 20th of the month, your change of status will be effective at the first of the upcoming month. If your request is received after the 20th of the month, it will become effective at the beginning of the following month.

ARTICLE IV Payment of Dues and Charges

4.1 MEMBERSHIP DUES

The Center shall, from time to time, adjust the fees and/or terms of payment for goods, services and the use of The Center's facilities by members and their guests. The Center reserves the right to change the amount of the fees with thirty (30) days written notice. The Center may assess additional charges for membership status changes, replacement cards, lockers, and returned payments. In addition to the health and fitness services that The Center provides pursuant to this agreement, The Center may, from time to time, also provide additional services, which are specifically set forth in The Center's Rules and Regulations and/or Newsletter. Those services are available to members upon request and are subject to an additional charge. The Center reserves the right to change the services provided and/or fees without written notice. All dues and fees for other services and obligations owed to The Center by a member shall be due and payable on the first day of each month and shall be delinquent if not received by the 7th of each month.

Members must pay by the following option only:

- a) Electronic Funds Transfer ("EFT") - A member using EFT has authorized their bank, or charge card to pay membership dues and other charges on the seventh day of each month. If funds cannot be collected on that date, The Center will charge the member a service fee in addition to any service fees, which the member's bank may charge, and the member will be responsible for payment of the amount due.
- b) Service Fees – If full payment of the member's account is not received by the seventh day of each month, any unpaid balance at that time will be subject to a \$15 return fee. The return fee will be added to the unpaid balance after deducting payments and before adding current charges.

4.2 CANCELLATION POLICIES

- a) Special Functions/Activities – Management reserves the right to cancel service or change reserved dates as its sole option. In the event of cancellation, Management will refund (100%) of the reservation fee.
- b) Anyone who cancels a reservation less than 72 hours prior to the scheduled event will be obligated to pay all costs of the event.
- c) Reservation sign-up sheets shall be considered official member acknowledgments of agreement to attend the activity/function. These sign-up sheets may be posted and all reservation/cancellation policies shall apply.

ARTICLE V Infractions & Discipline

5.1 VIOLATIONS

Any member who violates these Rules is subject to warning (either verbal or written), suspension, or immediate revocation of membership. Any member found to be in violation of the Rules may be denied all Center privileges. This denial of privileges may apply to one or more family members at the Management's sole discretion.

5.2 WARNINGS (VERBAL AND WRITTEN)

Any member who commits any of the offenses imposed by The Center and its Management shall be subject to a warning. A warning, either verbal or written, will be put in the member's file and subsequent warnings may result in suspension or revocation of membership.

5.3 SUSPENSION

- a) Management shall at all times have the absolute right to suspend, for a definite or indefinite time, the membership privileges of any member who Management finds has violated any rule, regulation or policy of The Center.
- b) A suspended member will not be required to pay monthly dues following the effective date of suspension. However, no portion of any fee or monthly dues previously paid by a suspended member shall be refunded or prorated. A suspended member's status will be changed to that of a Leave of Absence (LOA).

5.4 PROCEDURE FOR IMPOSING SUSPENSIONS

A written notice shall be prepared within ten (10) business days of the infraction, describing the violation, noting all parties involved, and specifying the penalty established by Management. This notice shall be mailed to the member in violation and a copy of the notice will be placed in the member's file.

5.5 HEARING FOLLOWING SUSPENSION

- a) A member whose membership is suspended may request a review hearing, which will be held before the Manager. If the member does not wish the hearing to be held before the Manager, they may so advise The Center in their request for a hearing, in which case, another designated representative of the City may serve as the hearing officer. The member's request for a hearing must be delivered to the Management not more than fifteen (15) days following the date upon which Management mails the notice of suspension to the member.
- b) The review hearing will be conducted within thirty (30) days from the date that the member's request for hearing is delivered to Management. The member may attend in person or by representative. Following such a hearing, the Manager or designated representative of the City will make every effort to reach a mutually acceptable resolution. In any case, the decision of the Manager or the City's designated representative is final and binding.

5.6 REVOCATION

A membership may be revoked and the rights of any person or persons entitled to privileges under that membership can be terminated for, but not limited to, any of the following reasons:

- a) Committing a felony or misdemeanor theft on Center premises.
- b) Sixty (60) days of delinquency.
- c) Willful destruction of Center, staff, member or guest property.
- d) Physical or gross verbal abuse of staff, members or guests.
- e) Continued and repeated violations of these Rules.
- f) Conduct injurious to the reputation of The Center or its members.
- g) Conduct, which seriously detracts from Management's absolute right to manage The Center and preserve its financial integrity.
- h) Following a suspension, if a member again violated the rule that led to the previous suspension within twelve (12) months of the infraction, or if the member violates any other rule that would result in suspension within twelve (12) months of the infraction.
- i) Exiting or entering The Center other than at the front desk (i.e. jumping over a fence).
- j) Continued and repeated violations of the adherence of Non-Prime Time policy and procedures.

5.7 PROCEDURE FOR REVOCATON

A written notice of revocation shall be delivered by certified mail to the terminated member. Upon revocation, all past fees and monthly dues paid by the member are forfeited to The Center and the member shall thereafter have no rights or privileges in The Center. Revocation does not prejudice or affect in any manner The Center's right to collect a delinquent indebtedness in any legal way.

ARTICLE VI House and Grounds Rules

6.1 HOURS OF OPERATION

The schedule of operation for The Center shall be published in the front page of this Center's Rules and Regulations, but is subject to change without notice. From time to time, certain areas of the center will be taken offline for general maintenance or other; we will not prorate members based upon an area being taken offline.

6.2 SPECIAL FUNCTIONS

- a) Members, businesses or the public may use the banquet/meeting rooms, tennis courts and/or pool facilities for a fee. Prior approval must be obtained through The Center reservations department. Liability insurance must be provided.
- b) Management, at its sole discretion, may use the facility for private parties and special functions and may conduct outside tournaments and activities on the tennis courts, health center, and/or pool area.

6.3 FOOD AND CATERING SERVICE

- a) The poolside café is operated as a seasonal food service during the months of June, July and August.
- b) Outside catering is prohibited. Private parties or gatherings must use the in-house food
- c) Members and the community at large are prohibited from bringing alcoholic beverages (including wine and beer) onto the premises.
- d) During the summer and/or City events outside food is not permitted (with the exception of July 4 Splash Party).

6.4 MEMBERSHIP CARDS

- a) Each member shall be issued a membership card and must be in possession of said card at all times while at the Center.
- b) Presentation of the membership card is required for all activities at The Center. Members are not to lend or give their card to others for any reason. Violation of this rule can result in expulsion from The Center. Management reserves the right to ask anyone on Center premises for verification of identity.
- c) Lost or stolen cards must be immediately reported to the Front Desk at which time a new card will be ordered for a replacement fee.

6.5 GUESTS

Members may bring guests to The Center at prescribed times. Members must accompany guests during their visit. All guests must sign in and pay the appropriate fee at the time of entrance to

the facility. Members are responsible for the conduct of all obligations and debts, and any damage caused by their guests. Management, at its sole discretion, may deny guest privileges to any individual.

6.6 MINORS

- a) Member parents or guardians of minors are directly responsible for the actions of their minor children and guest's children. In the event of violations of Center rules or policies by minors, restrictions may be imposed on family use of The Center facilities.
- b) TENNIS: Minors under the age of ten (10) must be accompanied by an adult at all times. Minors over the age of ten (10) may play tennis unsupervised, provided they have familiarized themselves and abide by the rules and etiquette of tennis as outlined in the United States Tennis Association (USTA) handbook, titled "Friend at Court".
- c) HEALTH: Minors under the age of fourteen (14) years are not allowed to be in the fitness rooms.
- d) POOL: an adult must accompany Minors under the age of ten (10) years of age at all times. All minors may be asked to take a swim test so their swimming level can be determined. If it is determined by the lifeguard that the minor's swim level is unacceptable, then an adult must accompany the minor into the pool or the minor will be restricted to the shallow end of the pool.

6.7 PROPER CONDUCT

Members are to conduct themselves in a manner, which will not interfere with other members or their guest's enjoyment of The Center. Obnoxious or abusive language and rude or boisterous behavior is prohibited.

6.8 REPORTING INJURIES

Any injury to persons or damage to property should be reported immediately to the front desk staff.

6.9 DRESS CODE

TENNIS: Members must wear appropriate attire in styles specifically designed for tennis at all times while on the court. Tennis shoes must be worn while on the courts (No black sole shoes of any type are permitted on the courts).

- a) Men:
 - Tennis T-shirt or collared shirt
 - No tank tops
 - No torn shirts
 - Must wear a shirt at all times while on the court
 - Tennis or athletic shorts
 - No long or baggy shorts
 - No ripped or cut-off shorts
- b) Women:
 - Tennis shirt
 - Tennis tank tops are permitted
 - Must wear a shirt over sports bra
 - Tennis shorts or tennis skirts must be worn while on court

POOL: Appropriate Swimming apparel must be worn when using the pool facility. No cut-off shorts or t-shirts allowed in the pool. Swim shirts or rash guards are acceptable.

HEALTH: Appropriate exercise attire must be worn at all times. Shirts are mandatory (no torn shirts), and shoes must be worn at all times while in the health facility (closed toe shoes only).

GENERAL: Attire and grooming shall not be such as to generally offend other members, or guests. Members are responsible for seeing that their guests conform to this dress code. Shirts and shoes must be worn at The Center at all times, except when using the pool.

6.10 LOCKER ROOMS

- a) Lockers in the main locker room can be rented on a monthly basis. Lockers, if available, are obtained through the front desk.
- b) Daily use lockers are provided. You must bring your own lock and it must be removed by the end of the business day.
- c) Locker room use is prohibited by children five (5) years old and older of the opposite gender.

6.11 COMPLAINTS

Employees are to be treated in a courteous and considerate manner. A member shall not reprimand employees in any way. Any complaints regarding service rendered by Center personnel must be made to the Manager. Members are requested to report misbehavior or violations of rules committed by employees, other members or guests to the Manager. All violations will be subject to disciplinary action as deemed necessary by management.

6.12 PARKING

- a) All members must drive and park motor vehicles in accordance with applicable laws and posted regulations. Violations of regulations will lead to warnings, citations, and/or towing of vehicle at owners expense.
- b) All members must drive with caution when in the parking lot due to heavy pedestrian traffic.
- c) No Overnight Parking is allowed in The Center's parking lot.
- d) Members must park in designated parking spots only.

6.13 ANIMALS

With the exception of service animals, pets or other animals are not permitted anywhere on The Center premises at any time, regardless of whether they are on a leash or are attended.

6.14 NON-SMOKING POLICY

The Calabasas Tennis & Swim Center prohibits smoking on its premises (including parking lot).

6.15 CELL PHONE USE

Cell phones must be silenced upon entering the lobby, on the tennis courts and in all fitness areas. No talking or taking phone calls while on the courts, in all fitness areas or in the main lobby area. No cell phones are allowed in the pool.

6.16 FILMING

All filming of videos and/or still photos must be approved and a permit issued by the facility management and the City of Calabasas.

ARTICLE VII TENNIS

7.1 COURT RESERVATIONS

- a) Weekday and weekend reservations for a court may be made no sooner than two (2) days in advance. Reservations are not taken without the names of all who will be playing. One hour of court time is guaranteed for singles play and one and a half hours for doubles play. After that time, if you are not bumped, you may continue playing as long as you wish or until you are bumped. Members may not reserve a specific court number.
- b) If a member reserves a court, they may not reserve another court for an hour and a half after the first reservation ends. A member is limited to two reservations per day.
- c) Court reservations will be released after 15 minutes, if no one has arrived to use the court.

7.2 COURT BUMPING

If you are assigned a court that is being used, wait until the point is over before going on the court. If a group comes onto your court to bump you, please leave the court immediately. If you wish to continue to play, you must go to the front desk and request another court. As soon as a court becomes available, you will be sent back out to that court. You cannot call from the courts to request another court.

MULTIPLE COURTS BUMPING: In the event that all courts are being used, the following bumping policy will be used:

- a) A waiting list will be started on a first- come, first- served basis.
- b) When a group playing on a court has completed their allotted time, the first group on the waiting list will be sent to bump that group.
- c) Bumping will be done on courts based on who has been playing the longest.

7.3 TENNIS INSTRUCTION

Tennis instruction and hitting lessons are provided by Top Seed Tennis Academy staff only. The number of tennis courts used for instruction will depend on the time of day. A maximum of two (2) teaching courts will be used during weekend mornings between the hours of 8 a.m. and 11 a.m. Instruction in tennis is offered under the respective supervision of The Center's tennis professionals. No charges will be assessed if a scheduled lesson is cancelled twenty-four (24) hours or more in advance. If a member/non-member cancels a lesson less than twenty-four (24) hours before it is scheduled, or fails to appear for a scheduled lesson, the member/non-member will be charged the lesson rate in effect.

7.4 RULES AND ETIQUETTE OF PLAY

Members are required to familiarize themselves, their family and their guests with the rules and etiquette of tennis, as outlined in the United States Tennis Association (USTA) handbook.

Failure to abide by the USTA rules is considered a violation of the Calabasas Tennis & Swim Center Rules.

7.5 SUPERVISION OF PLAY

The tennis professionals, acting under the direction of the Manager, have responsibility for supervision and control of all matters relating to play on the tennis courts. The tennis professionals may refuse court privileges to anyone who, in the professional's judgment, violates the rules of play and etiquette.

7.6 REGISTRATION FOR PLAY

- a) All members and their guests must register with the front desk staff and pay appropriate fees prior to using courts. Tennis players will be assigned to a court when they check in with the desk staff.

- b) Members may make requests for specific courts at time of check in only; however, while we will try to accommodate each request, we cannot guarantee them.

7.7 PROHIBITED ACTIVITIES

The following items and activities are prohibited on tennis courts: Food or beverages (other than water), chewing gum, glass containers, smoking, racquet throwing, use of profanity, and abuse of Center property (i.e., hitting balls against the windscreen). No game other than tennis may be played on the courts without permission from the Manager, except for basketball on Court #1 and Pickleball on the 8 & under courts. Persons not playing tennis are to remain outside the fence for their own protection.

7.8 INCLEMENT WEATHER RULES

Tennis courts will be closed due to rain and will remain closed until deemed safe for play at the discretion of staff. Failure to adhere to this policy may result in suspension of membership.

ARTICLE VIII Health Center

8.1 GENERAL ETIQUETTE

- a) The fitness center is open to members in good standing only. All members must check in at the front desk, and then they may gain entrance to the workout area by scanning their membership card, Non-prime time hours must be adhered to.
- b) Consult your physician prior to any exercise activity. Members are to report all special medical considerations to The Center staff.
- c) Members must re-stack weights and accessories when finished. Do not drop the free weights or “bang” the machine weights. Do not wear sharp jewelry, as it damages the upholstery. Food is not allowed, and all drinks must be in no-spill containers. Please refer to posted fitness etiquette signs.
- d) Closed toe shoes are required. Members must wear shirts and are required to bring a towel.
- e) Personal training is available from Calabasas Tennis & Swim Center staff trainers exclusively. If new members are not familiar with the equipment, they may ask a fitness monitor on staff to show them how to use the equipment.
- f) All guests using the fitness area must be signed in by the member and have paid the guest fee at the front desk. The guest must be with the member at all times.
- g) Aerobics: Land and water members must attend class on time. Members shall not be allowed to enter a class after the warm-up period has been completed. Members are not allowed to do their own individual routines. Members are to sign in for each class they attend. Hand held weights may be used with instructor guidance only.
- h) Members and/or guests are responsible to wipe down thoroughly all equipment after use including mats with center provided wipes.

8.2 FITNESS STAFF/TRAINERS

Fitness training is provided by The Center fitness staff only. The fitness staff/trainers, acting under the direction of the Manager, have responsibility for supervision and control of all matters relating to the health facility. The fitness staff/trainers may refuse health facility privileges to anyone who, in the trainer’s judgment, violates the rules of the health facility.

ARTICLE IX Pool Use

9.1 HOURS OF OPERATION

The schedule for pool activities shall be published in The City Recreation Brochure, available at the front desk and on the Calabasas Tennis and Swim Center website at www.calabasastsc.com. Pool parties require prior approval of The Center reservations department.

9.2 PROCEDURES

- a) Members must shower before using the pool and must towel dry before going into the locker rooms or facility.
- b) Members with hair longer than shoulder length are suggested to wear a swim cap.
- c) During lap swim times, two (2) swimmers sharing a line will split the lane. If three or more swimmers are sharing a lane, they will "circle swim".
- d) A lifeguard will be scheduled during all hours of operation. **Members and guests must obey the lifeguard at all times.**
- e) Lap swim is designated for adults only; children swimming for fitness or swim team training must get authorization from the lifeguard on duty.

9.3 RULES

- a) A parent or guardian of at least 18 years of age must accompany children under the age of 10 years.
- b) A parent or guardian must be in the water at all times with children under the age of 5 years.
- c) Floatation devices are not recommended due to the false security presented to the child.
- d) Use of floatation devices may be used with lifeguard approval only. If the parent insists on the child using flotation devices, parent must be in the water with the child and they must remain in shallow water. Only water wings, PFD'S and baby inner-tubes are allowed. Rafts tubes and such are prohibited.
- e) Diving into the pool is only permitted where water is between 8 and 12 feet deep.
- f) No jumping on or around steps from pool deck.
- g) No running, pushing, dunking, splashing, horseplay or standing and sitting on shoulders are allowed in the water. Water guns are not allowed in or around pool.
- h) No throwing of objects, or children, is allowed in the pool (i.e. tennis balls, large nerf balls, etc.)
- i) No gum chewing in swimming pool, upper deck and picnic areas.
- j) No smoking allowed at The Center.
- k) Swimmers are not to climb over lane lines and must respect lap swimmers right of way.
- l) Trash is to be thrown away in the trashcans provided.
- m) Only personal stereos with earphones allowed on pool deck.
- n) Lap swim and aqua-fit equipment are available only for their designated purposes.
- o) No glassware allowed in entire pool area including upper and lower deck.
- p) Aqua-fit equipment is to be used only during class times with instructor supervision.
- q) Alcohol purchased from the café is permitted on the upper deck only for guests 21 years and older.
- r) No cell phones allowed in the pool.

ARTICLE X Miscellaneous

10.1 ACCEPTANCE

In consideration of the rights and privileges of membership, each member agrees, on their own behalf, and on behalf of their family members and guests, to be bound by these Rules and Regulations. Furthermore, each member agrees to hold the City, its Center, its Management, and all other employees and agents harmless to indemnify the same.

10.2 RELEASE AND DISCLAIMER

While using Center facilities or participating in Center events, whether on or off the premises, members and their guests are charged with the responsibility of using proper judgment and caution at all times. Neither The Center, nor Management assumes any liability for injuries caused to or incurred by any member, user or guest, or for damage to property resulting from the use of any Center facility. Consequently, any member, guest or other person who uses or accepts the use of any Center facility or service, or engages in any athletic contest, exercise or other club activity, either on or off the premises, does so at their own risk and shall hold The Center, Management, and their employees and agents harmless from any injury, damage, claim, or liability resulting from such use or engagement.

10.3 PERSONAL PROPERTY

Each member, family member or guest is responsible for his/her own personal property. Management is not responsible for lost property or articles stolen from anywhere on The Center premises, including the parking lot and specifically disclaims any such responsibility. The Manager without notice may dispose of property left by any person on the Center premises and not claimed within thirty (30) days.

10.4 RECOVERY OF DAMAGES OR DUES

If The Center is required to turn a member's account over to a collection agency or institute legal action to collect any dues or charges owed by a member, or to enforce any provision of these Rules against a member, the member agrees they shall be responsible for all costs of collection, reasonable attorney's fees incurred by The Center and court costs.

10.5 NO AGENCY

No member or any person participating in the activities of any Center association shall have the authority, express or implied, to act on behalf of or as an agent for The Center, its Management, or the City.

10.6 ASSOCIATIONS

Center members, at their own election, may organize tennis or social associations. Management does not assume any responsibility, nor accept or incur any liability for the activity of any association. No association rules or policies may be contrary to or in conflict with those Rules or the policies established by Management.

10.7 ENTIRE AGREEMENT; AMENDMENT

Each membership incorporates the Rules. The membership application form and these Rules, as presently enacted or hereafter amended, constitute the entire agreement between each member and The Center. None of these documents, nor the rights and obligations they create, may be modified orally. These Rules may be modified, amended, altered or repealed at any time at the City's sole discretion, and may be supplemented by the posting of appropriate information at The Center and/or in the newsletter (online) at www.calabasastsc.com.