



## **CCBA's WAIVER & RELEASE, FACILITY & BUSINESS GUIDELINES**

In consideration for permission to access, use and enjoy the facilities, programs, equipment, pavilion, and grounds of the Carter Community Building Association, including but not limited to the Witherell Recreation Center, the Carter Community Building, the Irene Decato Park, the Canillas Community Gardens, and any off-premises activity conducted or performed with or under the supervision of employees or agents of the CCBA, including classes, functions or activities conducted remotely, the undersigned hereby acknowledges and agrees as follows:

The undersigned expressly acknowledges and agrees that there are certain risks associated with the use and enjoyment of the above described facilities, properties, and activities, including the risk of serious bodily injury, death, and/or property damage, or all of the above. The undersigned hereby expressly assumes full and complete responsibility for any injury or accident which may occur in connection with the use and enjoyment of any CCBA facility, equipment or activity.

The undersigned agrees that, during any activity, use of premises or equipment, or other involvement in connection with the CCBA, [s]he will be bound by all rules, regulations, policies, procedures and guidelines governing use of the premises and equipment, whether written or promulgated by authorized staff. The undersigned further agrees and understands that CCBA has the right, but not the affirmative duty, to intervene and take any action deemed necessary to insure the safety of any participant, property or activity.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF OR ACTUAL BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER AND FURTHER HARM, whether due to the negligence of CCBA or otherwise. THE UNDERSIGNED DOES HEREBY KNOWINGLY AND INTENTIONALLY RELEASE, WAIVE, and COVENANT NOT TO SUE ANY AND ALL CLAIMS, OF WHATEVER KIND AND NATURE, THAT [S]HE MAY HAVE AGAINST CCBA, ITS BOARD OF TRUSTEES, EMPLOYEES, AGENTS OR REPRESENTATIVES. This Waiver and Release shall be binding on the heirs, administrators, and assigns of the parties to this Waiver and Release.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The CCBA (Carter Community Building Association) has put in place preventative measures to reduce the spread of COVID-19; however, the CCBA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the CCBA or CCB (Carter Community Building) could increase your risk and your child(ren)'s risk of contracting COVID-19.

The undersigned has read, and voluntarily signs, this Waiver and Release, and agrees that no oral representation, statement of inducement or other consideration apart from the representations expressed and contained within this Waiver and Release. The undersigned acknowledges signing this waiver and release from liability before entering and/or participating and/or making use of any CCBA property, equipment, or programs. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the CCBA and/or CCB and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the CCBA and/or CCB and may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CCBA and/or CCB employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at CCBA and/or CCB or participation in CCBA and/or CCB programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the CCBA and/or CCB, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the CCBA and/or CCB, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CCBA and/or CCB program.

## FACILITY & BUSINESS GUIDELINES RULES

### FACILITY RULES & GUIDELINES

#### PLEASE SEE INDIVIDUAL DEPARTMENT GUIDELINES AT [JOINCCBA.ORG/RULES-GUIDELINES/](http://JOINCCBA.ORG/RULES-GUIDELINES/)

- Members are required to check-in at the front desk each visit with their membership card.
- For safety concerns, when purchasing a day pass or membership, we will require your contact information and will take your picture for your profile. No masks for pictures please.
- The use of a lock in the locker room is strongly recommended. Locker rentals are available for members. No bags on the floor or ramp. **The CCBA is not responsible for lost or stolen items.**
- Only CCBA staff may provide personal training, sports instruction, fitness instruction, or coaching in any of our facilities (e.g., cueing and form correction).
- CCBA programs take priority over non-CCBA activities.
- Shoes must be worn throughout the building. Non-marking sneakers are required in the group fitness studio, gymnasium, and racquetball court. Muddy or dirty shoes are not permitted in workout areas. Participants are asked to please change into a clean pair of shoes on the first floor before they begin their workout.
- Do not use the facility while under the influence of alcohol or illicit drugs. Please consult your doctor before exercising.
- All injuries and equipment breakages must be reported to CCBA staff.
- Cell phone use is permitted in the lobby and hallway only. It is not permitted in the locker or fitness rooms.
- There are no personal displays of affection, profanity, horseplay or running. Please be considerate of other members.
- Shirts or tank tops are required. We do not allow any clothing with profanity or inappropriate words or pictures.
- Keep food or drink in the lobby. Smoking (cigarettes or electronic cigarettes), chewing tobacco, weapons, and alcohol are not permitted on CCBA property. Spitting is prohibited in the building, No glass containers please.
- Objectionable behavior may result in a person being asked to leave CCBA property. If a person's behavior is considered unsafe or involves fighting, stealing, property damage or disorderly conduct it may result in suspension, expulsion or termination of membership and/or use of the facility. There are no refunds.
- Any damage to the facility or equipment that is caused by negligence or horseplay will be charged to the individual and/or their parent/guardian.
- Not all rules are posted in immediate areas. If a staff member requests your cooperation, please adjust your behavior. If you have questions about a specific policy, you may contact the director of that department.
- If you are using the facilities and equipment of the Witherell Recreation Center, be advised that you use the facilities and equipment at your own risk. The CCBA is not responsible for negligent use or behavior. Please be aware that inappropriate use may result in injury, paralysis, or death.

### BUSINESS GUIDELINES

#### EFT MONTHLY BILLING

If you choose this plan you commit to your membership for a minimum of 3 months. Please see the **EFT Contract Rules and Agreement for more information.**

#### RETURNED CHECKS

If a check is returned to the CCBA for any reason, a cash or money order payment of \$20, plus the face value of the check, is immediately required.

#### INCLEMENT WEATHER

When Lebanon schools are closed due to inclement weather, most programs will be canceled and not rescheduled. Notifications will be sent out to our email list, posted on our website and/or to social media. If the weather is questionable, the CCBA will try to make a decision on after-school programs by 1 p.m. and evening programs by 3 p.m. Please call 603-448-6477 for more information.

#### WAITLIST

All registrations are on a first-come, first-served basis. If your desired class is full, you can be placed on a wait list. We make every effort to accommodate those on the wait list.

**PROGRAM CHANGES & CANCELLATIONS**

Every effort has been made to ensure the accuracy of information in our fliers, website, and social media sites. However, program changes, such as a change in instructor, location, or pricing may occur. If we cancel a program, we will refund your payment in full. Otherwise, membership and program fees are non-refundable.

**PROGRAM & MEMBERSHIP CREDITS**

Program and membership fees are non-refundable. In case of documented illness or injury, participants will be issued a CCBA credit for the remaining portion of any program or membership they cannot use.

**MEMBER RATE REQUIREMENT**

To be eligible for the member discount on a program, you must have an active membership for the entire length of the program.

**TRANSFERRING MEMBERSHIP**

Memberships may be transferred - for reasons of relocation only - once in the lifetime of the membership for a \$50 fee. Please contact [info@joinccbba.org](mailto:info@joinccbba.org) for more information.

**FACILITY INFORMATION**

Every attempt is made to ensure that information is accurate and up to date. The CCBA will not be held liable for information that is subject to change and reserves the right to alter the content of our material at any time. We reserve the right to change business hours at any time.

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|--------------|-----------|------|
| Printed Name | Signature | Date |
|--------------|-----------|------|

If the participant is under the age of 18 years, his/her parent or guardian must read and sign below:  
I understand and agree to the terms, conditions, representations, and covenants set forth in this Waiver and Release, and expressly consent and agree that my minor child will be bound by said terms and conditions as though a party hereto.

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|-------------------|--------------------|------|
| Child(ren)'s Name | Parent's Signature | Date |
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