

**RULES AND REGULATIONS
OF
MISSION VIEJO RECREATION AND TENNIS CENTERS**

1. **RESIDENT:** An individual who resides in Mission Viejo. Proof of residency must be in the form of a current utility bill or property tax bill. Proof of residency must be provided at the time of registration.
2. **PASSHOLDER TYPES**

FAMILY: Two adults and all dependent children ages 3 months – 20 years of age, living in the same household. Dependent children between the ages 21-23 and living in the same household may be included on a family pass provided they show proof of being a full-time student (Schedule of classes).
COUPLE: A couple residing in the same household, or a parent and dependent child. The age requirements, as explained in the family definition, apply to all dependent children. Non-Spousal couples required showing proof of residing at the same address.
SINGLE: An individual 10 years of age or older. A parent's co-signature is required for ages 10-17.
JUNIOR: An individual between the ages 7-18. A parent's co-signature is required for ages 7-17. Junior Tennis Passes are valid for play at Felipe Tennis Center only.
3. **AGE LIMITS:** Children under 10 must have an adult in the center at all times. Children under the age of 7 must be accompanied by an adult at all times while in the center. No one under 12 years of age is allowed in/to use the Weight/Cardio Room/Aerobics classes. Participants 12-17 years of age must have a parent release form completed prior to using Weight/Cardio Room/Aerobics classes. Participants must be 12 years of age to use the spa. Participants 12-13 years must be accompanied by an adult in the Weight Room and the Spa.
4. Flotation devices of any kind, including those built-in to children's swimwear, are not allowed unless used in a City of Mission Viejo Recreation & Tennis Center sanctioned activity.
5. **CHECKING IN:** Passholders are required to swipe their Passholder ID Cards each time they enter the Recreation, Fitness & Tennis Centers.
6. **IMPROVEMENT OF PREMISES:** The City of Mission Viejo will be improving the Recreation Centers, particularly to meet the requirements of the Americans with Disabilities Act. Other facility improvements will occur on an ongoing basis. The City will strive to minimize and isolate these inconveniences and ask for your patience in the process. These developments may modify some facilities of the Mission Viejo Recreation and Tennis Centers. Passholders may encounter other inconveniences.
7. **FACILITY UNAVAILABILITY:** The City of Mission Viejo does not guarantee that the facilities to which admission is authorized pursuant to this membership will be available on all days or times. The City may find it necessary and or convenient to close the facilities, on a part-time, permanent and/or recurring basis to ensure that the quality of the facility and the health and safety of the guests and/or employees are assured. Any and all such closures, regardless of the date, time or frequency of the closures, are a foreseen risk of a public facility and shall not result in the extension of the term or duration of this membership nor shall it require the rebate or refund of any monies paid to obtain this membership."
8. **ACCIDENT, LOSS OF ARTICLES:** The City of Mission Viejo shall not be responsible for any damages or injury occurring to its Passholders or guests for loss of or injury damages to any wherewithal or property belonging to its Passholders or guests occurring while the Passholder of guests are in or about the premises. Each Passholder agrees to indemnify and hold the City of Mission Viejo harmless from any and all claims, demands, losses, liabilities, and damages incurred, including attorney fees, arising out of the conduct or activity of such Passholder.
9. **CONDUCT OF PASSHOLDERS:** Passholders shall not bring into specific areas of the Tennis Centers any food or beverages. All Passholders and their guests shall comply with all applicable rules, regulations and policies of the Mission Viejo Recreation and Tennis Centers. Passholders or Guests who bring in or consume alcohol or illegal drugs on the premises, or whose conduct is disruptive to the other Passholders or guests or the operation of the Centers in the sole opinion of the City of Mission Viejo may be removed, suspended, or expelled from the Mission Viejo Recreation or Tennis Centers. Any violation which continues after notice given by the City of Mission Viejo shall be the grounds for termination of the pass. Further, the Passholder indemnifies and holds the City of Mission Viejo harmless from and against any and all claims, demands, losses, liabilities, costs and expenses (including reasonable attorneys fees and expenses) incurred by the City of Mission Viejo arising out of any conduct or activity by Passholders or guests.
10. **RIGHT TO TERMINATE OR CHANGE SERVICES, RATES AND FACILITIES:** All rules, regulations, policies, facilities, services, hours, rates, passholder dues and charges are subject to change without notice, at the sole discretion of the City of Mission Viejo.
11. **MEDICAL ANALYSIS:** Passholder hereby represents that Passholder is physically sound and has medical approval to proceed with a routine of exercise. Passholder understands that because of the nature of the activities and physical exercise engaged in at the Mission Viejo Recreation or Tennis Centers, there is an element of danger, and there exists the possibility of physical injury or other damage to physical health during the use of any of the health (gymnasium) equipment or other sports facilities at the Mission Viejo Recreation and Tennis Centers. Passholder therefore agrees, on behalf of himself and any guest to use the City of Mission Viejo's facilities, solely at their own risk. The Passholder therefore agrees, The City of Mission Viejo will not be responsible for any damages or injury, including consequential damages occurring to Passholder or guests, while in or about the premises of the Mission Viejo Recreation and Tennis Centers.
12. **NO ASSESSMENTS:** It is understood that a Passholder can never be assessed as a matter of contract with the City of Mission Viejo and that the Passholder assumes no liabilities whatsoever in connection with the pass other than the payments referred to in this application.
13. **GENERAL:** No other understanding, representation or inducement exists between the parties other than those expressed in this document. No modification of this document is valid unless in writing and signed by both parties.
14. **TERMINATIONS:** Notice of termination by Passholder must be made in writing and received by the Mission Viejo Recreation and Tennis Centers by the 25th of the month for the termination to be effective the 1st of the following month.