

RULES & REGULATIONS



The following rules and regulations of the Town & Country Sports and Health Club (the “Club”) are established for the benefit and safety of the entire membership, and are subject to change, without notice, and interpretation by Club management:

Membership Initiation

1. The initiation fee is a one time, up front administration charge that is non-refundable after three business days from date of joining.
2. A membership application must be completed and is subject to approval by the club.
3. Membership is non-transferable and does not confer or include any ownership interest in the facilities or assets of the Club.
4. Membership grants no right to govern or control the affairs of the Club.

Membership Dues

1. The Club payment program is via Electronic Funds Transfer (EFT). As an exception, members may prepay dues for 12 months.
2. Dues pricing for current members is evaluated once a year. In the event of an increase, members will be provided prior written notice.
3. To remain a member in good standing, dues are continuous. It is understood that Club usage may vary from month to month, however dues pricing has been spread over 12 months. If membership is terminated, and re-enrollment is sought within a 12 month period, the Club may require the payment of dues for the lapsed period.
4. The dues obligation is not dependant on the availability of the Club facilities. Acts of God, repairs, safety or special events may require facility restriction or closing of various areas from time to time. Dues will not be reduced or suspended in the event facility usage is temporarily restricted or unavailable.
5. All memberships are continuous, although members may choose from one of two plans to determine their minimum membership commitment and initial dues pricing. The Club is under no obligation to notify members regarding their continuous membership, except in the event of a dues increase at which time written notice will be provided.

Check-In Procedure

1. Each member will have their picture taken and be provided with a member ID number. Upon each visit to the Club, including participation in Group Exercise classes, each member should enter their ID number into the keypad provided on the Member Service Desk. Each member’s picture will automatically appear on the computer screen and the gate will automatically open. If you forget your member number, merely provide the member service attendant your name and they will enter it.

Changing Membership Status

1. A member may change their status (ie change from an individual to a family membership) by providing the Club written notice prior to the first of the month.
2. If a member is upgrading (ie changing from individual membership to a family membership), there will be charge equal to the difference in the prevailing initiation for the two categories.
3. If a member is downgrading (ie going from a family to a husband-wife membership), there will be no refund of the initiation fee.
4. Change of membership type is limited to only those plans currently available.

5. If during the course of a membership, all members included under a plan become 62 years or older, the membership holders qualify for the senior citizen plan. This plan will only be honored with written proof of age, must be initiated by the member, and will not be made retroactive to past dues.
6. If during the course of a membership, a child on a husband-wife membership turns 3, the membership must upgrade to a family status in order for the child to use the Club.

Termination of Membership

1. Current membership plans provide different pricing for a month-to-month, or 12-month commitment established by the member when they joined and indicated on their membership application, and/or subsequent written directives from the member.
2. All memberships are continuous. After fulfilling the initial dues pricing commitment elected on your application, members may resign their membership and thereby terminate monthly dues at any time with 30 days prior written notice. In the event of a dues increase, the termination notice may be reduced, provided it is received prior to the 1st day of the first month following the dues increase notification.
3. All members providing 30 days written notice of their request to terminate membership will receive confirmation from the club that their written request was received.
4. The Club reserves the right to suspend or terminate at any time, the membership status of any member for failure to comply with Club rules and regulations, nonpayment of dues or fees, or any conduct determined to be improper or detrimental to the Club or its members. In the event of suspension, the members are still responsible for all dues.
5. Notice of membership termination and ceasing use of the Club does not relieve the former member of the responsibility to pay for any past dues or fees incurred at the Club.
6. You may cancel your contract if any of the following occur.
 - a. You may cancel if, because of death or medical disability, you become unable to use a substantial portion of the Club or services for thirty (30) or more days. In the event of medical disability, you must provide the Club with a doctor's statement. In addition, the Club may require you to submit to a physical examination by a mutually agreeable medical doctor, at its cost. Your estate may cancel in the event of your death.
 - b. You may cancel if the Club relocates more than five (5) miles from the location stated in the contract.
 - c. You may cancel if you relocate more than twenty-five (25) miles from your residence as stated in the contract, and the Club cannot provide comparable facilities and services within five (5) miles of your new residence. The Club may require written verification of your new residence, such as a lease, deed or utility bill.

Club Charges

1. Monthly dues are paid through the Club Electronic Funds Transfer (EFT) payment program. EFT is a convenient, yet prudent program that saves you from writing checks, using an envelope, paying postage, and avoids delinquency.
2. Monthly membership dues will be withdrawn around the 15th of every month. This covers the 1st of the current month to the end of the current month.
3. Any charges (other than monthly membership dues) will actually be charged the 15th of the previous month to the 14th of the current month (i.e. Membership dues withdrawn Dec 15th cover charges for November 15th through Dec. 14th.)
4. Members who are current with their accounts may sign for Club charges (rental, nursery, personal training, guests, concession, etc.) and have them included in their monthly EFT billing. Always keep your receipt to help you verify charges. Bills will be computed at the end of each month. Alternatively, members may pay Club charges at the point of sale on a daily basis via cash, credit card or check (however, the Club will not cash checks). Accounts that remain unpaid 30 days from the billing date will be considered delinquent. A member whose account is 60 days delinquent

may be placed on a credit hold (no charges allowed on account) and may be denied access to the Club until the account is brought to a current status. A member who fails to pay dues or other charges after 90 days is subject to automatic termination and reporting to the Credit Bureau. Reinstatement would require payment in full of the delinquent balance. The Club reserves the right to disallow future charging privileges and/or require prepayment of 12 months dues.

5. All memberships are continuous, although members may choose from one of three plans to determine their minimum membership commitment and initial dues pricing. The Club is under no obligation to notify members regarding their continuous membership, except in the event of a dues increase at which time written notice will be provided. The Club may suspend Club use and charging privileges if the Club believes the member's ability to pay such charges are impaired.
6. There will be a 1.5% (18% per annum) finance charge on past due accounts. Further, there will be a \$15 charge for returned checks and a \$10.00 fee for returned EFT charge.
7. Parents or legal guardians are responsible for any charges accumulated by the children within their membership plans.

General

1. Town & Country Sports and Health Club is a smoke free facility. Smoking is only permitted outside the rear of the building under the covered patio.
2. Town & Country Sports and Health Club is a family oriented facility and therefore behavior not conducive to a family environment is prohibited. Examples of unacceptable behavior include: yelling, boisterous play, using profanity, fighting, berating employees or other members, etc.
3. As Town & Country has a food and beverage license, all food and beverage consumed on the premises must be purchased from the complex. The exception is baby food, special dietary needs, and water for team participants and Club users.
4. Children must be supervised unless otherwise stated herein.
5. Failure to abide by Club rules and regulations herein, or changed in the future at the discretion of management, may result in expulsion, suspension, or termination of membership privileges.
6. The Club will be open year round with the possible exception of closing or reduced hours of operations on the following days: New Years Eve, New Years Day, Easter Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.
7. Normal Club operating hours will be posted at the Club, the Club Website and/or announced in the Club emails. Hours of operation may vary seasonally based on historical usage.
8. The Club may, on occasion, schedule special events, promotional programs, parties, rentals and Club activities, which may require some or all of the Club amenities to not be available for regular member use.
9. Guests: Members may bring guests to the Club. There is a per guest, per visit fee for guests ages 3 and over, which is the responsibility of the member. Members must register each guest at the Member Service Desk. Guests must be accompanied by the member at all times and observe the Club rules and regulations. Anyone not registering a guest will either be automatically charged double the guest fee, or immediately expelled from the premises. Initially, there shall be no limitation or restriction on guests. The Club may, at any time, restrict the same nonmember as a guest to once per month. When this restriction is invoked, there will still be provisions for out of town guests. Please check with the Club if you want to bring more than 5 guests for any visit.
10. During a winter storm, or when there is a travelers' advisory, the Club hours of operation may be restricted and programs cancelled. Call the Club prior to coming, and there will be a message on our voicemail, if the Club is closed, or certain programs are canceled. Also, we will attempt to communicate our status via the media and post information on our website.
11. Courtesy Phones: In this age of cell phones, we have been unable to warrant a pay phone on the premises. In the event of an emergency/important call, members may use the phone at the membership sales desk located next to the Member Service Desk right before entering the weight room area. The call should be as brief as possible.
12. Animals: No cats, dogs, or other animals (except Service Animals) are permitted on the premises.
13. When making reservations, or signing up for Club events or leagues, always include your membership ID number.

14. General attire must be conducive to a family facility. Sexual, drug and other offensive references on attire are prohibited. Shirts/cover-ups and shoes must be worn at all times except in the aquatic center. Appropriate attire is ultimately at the discretion of the Club management.
15. Generally, there is a non-solicitation policy on the premises. Club management must approve any and all promotional material, flyers, advertisements, etc. There are many wonderful charitable events, however due to the multitude we must limit promotions to those affiliated with the Club, its programs, or ownership.
16. Except for exercise participants with water and sports drinks in closed containers; food and drink may not be consumed in any of the sports, exercise, or recreation areas. It may only be consumed in the Multipurpose room, the rear covered patio, spectator areas (outside the member enclosed area), and nursery.
17. Non-member spectators for the Kids Gym, and Aeroball, should watch from the bleachers (next to the kids gym) outside the member-enclosed area. Except for party hosts, spectators for birthday parties and other parties should also watch from the bleachers outside the member-enclosed area.

Nursery

1. The nursery is available for healthy children from infant to 8 years of age for up to 1 and a half hours per visit. Sick children will not be accepted to prevent other children from being exposed. Fever, runny nose (with green discharge), persistent cough, diarrhea are all considered sickness. **ALSO, IF YOUR CHILD IS TOO SICK TO GO TO SCHOOL, THEY ARE TOO SICK TO BE IN THE NURSERY!**
2. If your child is in diapers, you are expected to provide diapers.
3. If your child is in training pants, please bring extra clothing. Accidents do occur!
4. Children must be signed in and out on the waiver form upon each visit. If someone else will be picking up your child, you must inform the Nursery staff. The Nursery staff will not allow children to leave with anyone other than the parent or person who signed them in, unless given prior notification.
5. You are welcome to bring your child's favorite DVD for them to watch. The staff will decide if it is appropriate for the Nursery (we are not responsible for lost or damaged media).
6. Parents must remain on the premises at all times!
7. We are a Nursery, not a day care. However, your children will be supervised in games, coloring, and other activities.
8. Our normal discipline policy is to 1) warn 2) sit in time out 3) notify parent. Pending the situation, we may go directly to time out, or the parent.
9. Maximum time allowed in the nursery is 1 hour and 30 minutes.
10. Food/snacks are not permitted in the nursery. Sippy cups with water or juice and infant bottles are permitted in the nursery if labeled with the child's first and last name.
11. Please feed infants before or after your Club visit.
12. Failure to pick up your child after the time expiration will result in a \$2.00 charge per child per every additional 15 minutes (ie 30 minutes overtime equals a \$4.00 additional charge per child).
13. Please label any items brought to the Nursery to avoid confusion (ie DVD, snacks, baby bottles, diaper bag, etc).
14. Please notify the Nursery staff of any special care needs on each visit.

Locker Rooms

1. Children, ages 4 and up, are not permitted in the locker room of the opposite gender. Family changing rooms are available for this purpose including rest rooms, showers, changing areas and lockers.
2. Junior members, under the age of high school, may only use the men's and women's locker rooms when accompanied by a parent. Multiple rest rooms are available in the facility to use instead of the men's and women's locker rooms. Junior members may also use the Family locker rooms.
3. A limited number of permanent lockers may be rented, on a first come basis, for a year at a time. Most lockers will be available on a daily basis at no charge.
4. **Warning:** Use of the sauna may be hazardous to your health. Please consult your physician regarding your personal health and whether it is appropriate for you to use. Junior members

under the age of 17 are not permitted in the sauna. Extended use can also be dangerous-please follow all posted safety rules regarding sauna usage.

5. We strongly recommend the use of shower shoes while using the shower as shower floors can be slippery when wet.

Fitness Center

The fitness center is for members and their guests as follows:

1. Provided there is direct supervision, children 6-12 may use the Kidz Power Equipment located next to Aeroball, provided they have been shown how to properly use the equipment by the Club staff.
2. For safety purposes, children under High School age are not permitted to use or hang out in the weight room even if they are following their parent(s).
3. Junior members (7th and 8th grade – or at least 13 years old) may utilize the cardiovascular equipment and the PACE circuit in the fitness center, provided they have been approved and taught the proper usage techniques by the Club staff.
4. Provided the junior members have been approved to use the fitness center, they should use the equipment on weekdays before 5:00 pm or after 8:00 pm. At this time, there are no restrictions on weekends. All users should track each workout via the individual workout card kept in the file cabinet under the Health Club Bulletin Board in the weight room area.
5. All users should wipe down each piece of equipment after each use via a towel or a paper cloth. Paper cloth dispensers and spray bottles are strategically placed throughout the fitness center. If you forget a towel, as an added service you may purchase a towel (at no mark up) at the Member Service Desk.
6. Proper attire must be worn. Tennis shoes must be clean and worn at all times. No sandals or open toed shoes. No shorts, shirts, or pants with holes or tears may be worn. No wide gapped tank top muscle shirts may be worn and a shirt must always be worn over a sports bra. We **strongly** recommend loose fitting attire. The ultimate decision on proper attire rests with the fitness director and in his/her absence, the fitness center staff, or the manager on duty.
7. Infants, toddlers or young children are not permitted in the Weight Room, Cardio Areas or Group Exercise Classes even if secured by a stroller, pumpkin seat, or belly/back pack, etc.
8. Clips must be used on all Free weight lifting bars.
9. Please be considerate of your fellow members, unload all weights from leverage equipment when finished.
10. If you do more than 3 sets of 10, please allow others to work through.
11. All participants should schedule an appointment with the Town & Country trainer and complete a Health Questionnaire, Waiver and Assumption of Risk form prior to first usage.
12. Personal Training and Sports Specific Training are available to members upon request on a fee basis. Only Club staff is authorized to conduct any training on the premises.
13. Junior Fitness/Exercise:
 - a. Junior members ages 13 and 14 (7th and 8th Grade) after Certification / Orientation with Town & Country Fitness Staff (which is free) and completion of the Junior Club Usage Agreement, may use / participation the following: PACE Exercise Circuit, Cardiovascular equipment, and other Group Exercise Classes. All of the above are subject to the Junior Club Usage Agreement.
 - b. Junior Members ages 6 - 12 (Grades 1 - 6) - May use / participate in the following: Kids Exercise Arcade, Kids Power Equipment, Kids Gym, Kids Fitness Playland, Aeroball, Family Exercise Classes (with parent)
 - c. Exceptions to the above must be prior approved by the Fitness Director and Director of Operations/General Manager
14. Members and their guests are strongly encouraged to seek approval from their physician and have a complete physical and stress test prior to participating in exercise at the Club. We also strongly recommend parents seek the advise and approval of an appropriate doctor before allowing their child to start an exercise program. All Club users assume the inherent risks from exercise participation, including but not limited to, heart attacks and even death.
15. Stretching should be done only in the designated stretching area, except for groups under the supervision of Club staff.

Cardiovascular Equipment

1. For your protection, have the fitness staff show you how to safely use the equipment, and follow the directions.
2. In the event all cardiovascular equipment is in use during peak/crowded times, all users must sign in on the clipboard list provided by the front desk staff. There is a 30 minute time limit when others are waiting. When it is your turn, please put a line through your name on the clipboard to indicate who is next. After you have completed your initial 30 minute session, you may get back on the list for another session. Always check the waiting list, and consult Club staff for clarification.
3. Do not close, cover your eyes, or look behind you while still on moving equipment.
4. Make sure the equipment has come to a complete stop before attempting to step off.
5. Hand weights are not permitted on cardio equipment.
6. No open drink containers are permitted.
7. Wipe sweat from handrails, control panel, equipment unit, and floor mat when you are finished.

T.V. Policy-Fitness Center

1. Management and the Fitness staff have the final say on TV selection.
2. Channel selection is typically predetermined, but adjustments may be made by staff, on a first serve basis, typically for local sporting events.
3. News, local sports and major sporting events take priority. NO soaps, NO movies.

Junior Club Usage

1. All children ages 3 and up must be included in a family membership in order to use the Club facilities.
2. Dependent juniors who are living at home, and are the legal unmarried children (ages 24 and under), of the member are included under a family membership. When they turn 25, move out and live on their own, or get married, which ever comes first, they are no longer eligible under the family plan.
3. Unless specifically spelled out differently in other sections of these rules and regulations (see Fitness Center, Kids Gym, Kids Playland, Locker Rooms, Kids Exercise Arcade), the following shall govern junior members under high school age:
 - a. Ages 8 and under must be accompanied by a parent unless in a Club-supervised program or properly using the Kids Exercise Arcade, the Kids Playland, Kids Gym, Aeroball, and Gymnasium, but only to the extent of the supervised program or use of these areas.
 - b. Under the age of 8 must either be in the Nursery, in a Club-supervised program, directly supervised by a responsible person ages 14 or up, or by a parent/guardian at all times at the Club. If your child is in a Club-supervised program, they must be supervised by the parent/guardian immediately before, and after the Club program.
 - c. Unless in a club supervised program, under 7th grade must have a responsible person ages 14 and up on-site supervising.
4. Following state law, those ages 16 and under must be accompanied by a responsible person 17 or over to use the indoor pool.
5. Junior members under the age of 17 are not permitted in the sauna.

Group Fitness/Spinning

1. All participants must sign the Group Waiver and Assumption of Risk form located at the entrance of the group fitness/spinning studio before each class.
2. Unless noted, juniors under 7th grade are not permitted in the classes. The only exception to this is when a junior member has prior permission granted by the Fitness Director or Group Fitness Coordinator. 7th / 8th graders and prior approved other junior members may participate in group exercise classes provided adult members are not excluded. For safety and usage flow reasons, no infants, toddlers or young children are allowed in the Group Fitness/Spinning studios during classes, even if secured by a stroller, pumpkin seat, etc. (even if attended by an adult).

3. Group Fitness/Aerobic Etiquette: If you arrive late for a class, please be courteous and remain toward the back of the class. (Exception: if the class is crowded and there is open space just in the front).
4. Spinning Etiquette: If you arrive late for a class, please be courteous and remain toward the back of the class. (Exception: if the class is crowded and there is open space just in the front). Based on the curriculum / course of any particular class, the instructor may need to assist/monitor you for health / safety reasons if you have missed the warm up at the beginning of class. This could cause a brief disruption of class, so PLEASE try to arrive on time. Please wipe off sweat from the bike and area upon completion of the class.
5. As with any rigorous or intense workout, you should seek the approval of your physician prior to participating in group fitness or spinning classes.
6. Members may use the Spinning bikes if the room is not in use, and they have been instructed as to proper and safe usage.
7. Based on parental discretion, children members may accompany parents to designated “Family Group Exercise Classes” and may attend other classes on a space available basis, if accompanied by a parent (Note: Spinning classes require a minimum height of 4’ 11”).

Kids Exercise Area

The primary purpose of the Kids Exercise Arcade is to provide a designated area with appropriate designed equipment for families and younger members. Secondary use would be for birthday parties and small groups/outings.

1. See “Junior Club Usage” for age/supervision guidelines.
2. All users should learn the proper use and mechanics of the equipment before using.
3. Only tennis shoes can be worn to use any of the Kids Exercise Arcade Area (no sandals, flip flops, soccer cleats, etc.).
4. Specific Equipment:
 - a. Sportswall – Only staff may adjust the volume.

Kids Gym

The primary purpose for the Kids Gym is to allow an area where children and their parents may play together. A secondary use is for adults to shoot baskets when the full court is in use. There is also a half court area next to the indoor soccer field that can accommodate this as well.

1. Children under the age of 8 must be accompanied by a responsible person age 14 and up, or their parents.
2. There may be temporary closings or partial use due to Club activities, birthday parties, outings or rentals.
3. Members may request that the basket be raised or lowered and we will try to accommodate all such requests.
4. Touching, hanging and dunking on the rim is **strictly** prohibited and could be grounds for immediate expulsion from the facility.
5. The following are also prohibited:
 - a. Fighting
 - b. Cursing
 - c. Kicking the basketball or volleyballs
 - d. Firing full court line drives with the balls
 - e. Kicking the soccer ball above the wall
 - f. Rough or boisterous play
 - g. Screaming/yelling
 - h. Any act that makes it unsafe for anyone in the gym, or surrounding area.
6. Games may be played, but not at the exclusion of other members. When other members are waiting, players should revert to just shooting. When crowded, remember the half court basketball area next to the soccer field could be available.

Kids Fitness Playland (Tubes N Tunnels)

1. Kids Playland is for children of all ages. Children under the age of 8 must be directly supervised by a responsible person age 14 or older.
2. Socks must be worn at all times. Shoes are not permitted to be worn when using the Playland, and must be kept in the carpeted area.
3. To prevent accidents, running is not permitted in or about the playland area.
4. Roughhouse play, excessive yelling, or going up the slides is not permitted.
5. No food, candy, gum, or drinks are permitted in or about the playland.

Gymnasium (Full and Half Courts)

1. The full court gym is primarily used for leagues and rentals. Whenever it is not in use, it is for members and their guests only. For special programs or events, the volleyball court may be set up.
2. Except during club-refereed games, there is no touching, dunking, or hanging on any rim in the complex.
3. When others are waiting, games should be 5 on 5 and played to 10 baskets with a 1 basket margin. Winners stay a max of 2 games and then must rotate out. Players waiting should form a team based on first come first-serve.
4. The half court gym is primarily for shooting and un-aggressive play. If members are waiting, they must be included in the game, or revert to just shooting. Members may ask the Member Service Desk or Concession stand attendants to check the membership status of all players, and they will screen the individuals whenever possible.
5. The half court may also be utilized for club sponsored athlete and training programs.

Aeroball

1. Aeroball is a high intensity workout. Before playing, it is strongly recommended that users seek the approval of their physician if there is any doubt as to the participant's level of physical conditioning.
2. No one may enter the aeroball unit who has been drinking alcohol, under the influence of drugs, or appears to be incapacitated
3. No stunts are allowed (ie flips, or trying to bounce over the inner net and wall).
4. No one may hang, or sit on the inner net, or drag feet down the inner net and wall.
5. No one may hang on the baskets (this is very hard on the equipment).
6. Players should always enter and exit head first. Players should always exit and clear the aeroball before the next player enters.
7. No one is allowed to sit on the outside edge of the trampoline.
8. Experienced and conditioned players can play for longer periods. Beginners should play no longer than 5 minutes at a time, and then should take a timeout. Unless otherwise noted or directed, each aeroball session is limited to 10 minutes.
9. Never land with locked knees or an arched back.
10. People with back or joint problems should not play the game. Also people with heart disease or other serious health problems should not play.
11. If there is no Club adventure staff on hand, children should always have adult supervision.
12. Aeroball is for people of all ages not exceeding 250 pounds.
13. Only 1 person may be in each quadrant (this means under no circumstance may there be 2 people on the same trampoline).
14. No shoes are permitted, but clean socks must be worn while on the trampoline.
15. Proper attire must be worn. As this is an intense cardio workout, we recommend loose fitness/athletic attire.

Aquatics Center

The Aquatics Center includes a 3 lane 25 yard lap/exercise pool, and a warm water leisure indoor pool with dual water slides. Except for exercise classes, and swim lessons that may be scheduled in both pools

periodically, the lap pool is primarily for lap swimming and exercise, while the leisure pool is primarily for recreation.

1. Except for special programs, there is NO GUARD on Duty. No one may enter the aquatic center alone, or swim alone. Persons ages 16 and under must be accompanied by a responsible person 17 or over.
2. No food, drink, chewing gum, or smoking is permitted in the Aquatics Center.
3. In case of emergency, use the emergency phone provided in the aquatics center, and then notify the Member Service Desk attendant and/or fitness center attendant immediately.
4. Admission to the facility shall be refused to all persons having any contagious disease, infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, poison ivy, carbuncles, boils, inflamed eyes, pink eye, ear discharges, or any condition which has the appearance of being infectious. Persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages of any kind are not permitted. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the facility area.
5. Personal conduct within the facility shall assure that the safety of self and others is not jeopardized. No running and no boisterous or rough play are permitted.
6. People in street shoes and other spectators are not allowed in the pools.
7. Spitting, spouting of water, blowing the nose, or otherwise introducing contaminants into the facility water is not permitted.
8. Glass, soap, or other material, which might create hazardous conditions or interfere with effective operation of the facility, shall not be permitted in the facility or on the deck.
9. All apparel worn in the facility shall be clean.
10. Diving is not permitted.
11. If balls are permitted, only soft/beach type balls.
12. Animals are not permitted.
13. Caution: Pregnant women, elderly persons, and persons suffering from any heart condition or disease, diabetes, or high/low blood pressure should not enter the pool without prior medical consultation and permission from their doctor.
14. The following are prohibited in the pool area:
 - a. Running, dunking, pushing, towel snapping, playing on ladders, excessive splashing, carrying a person on another's shoulders, or other unsafe practices.
15. Children who are not completely toilet trained must wear plastic or rubber pants and swim diapers. No disposable diapers.
16. Water Slide Rules (parents please review with your children):
 - a. One at a time on the slide.
 - b. The next water slider must wait until the previous slider has reached the appropriate ladder.
 - c. Non-swimmers are not permitted on the slides without a parent or instructor in the water to catch them. (Parents please use good judgment and caution as to this activity).
 - d. No swimming in the slide splash zone area except straight to the ladder by the slide users.
 - e. All sliders must go down feet first off the front of the slide and swim immediately to the ladder closest to them.
 - f. Sliders may not stop at the end of the slide and/or jump/dive into the pool from the slide.
 - g. No balls in the splash zone area.
 - h. No flotation devices may be used on the water slides (ie inner tubes, water wings).
17. All pool users must shower prior to using the Aquatic Center.
18. Rafts and large floats are not permitted. On crowded days, Club staff reserves the right to eliminate all flotation devices (except safety devices).
19. Lap Pool: When all lanes are in use, circle swimming is required. Choose the lane that best matches your pace.
20. Proper swim attire is required and subject to the discretion of Club management.
21. The exit door to the front of the building is for emergency use and pool chemical delivery only. An alarm will sound—please notify the Member Service Desk if you see others use this door.

Water Exercise Programs (ie Aqua Aerobics)

1. All participants must sign the Group Waiver and Assumption of Risk form prior to each class.

2. As with any workout, you should seek the approval of your physician prior to participating in any water exercise program.
3. Etiquette: Please arrive on time for class. If you are late, we strongly recommend you stretch all major muscle groups on the pool deck before participating. As a courtesy, do not obstruct other participant's movement and stay to the side of the group until you can judge the flow and intensity of the class. Also, please save socializing for before or after class.
4. During Water Exercise Programs, all or part of the pool is closed at the discretion of the class instructor. Please check the indoor pool schedule on the Group Exercise Schedule or on our Website and plan your pool visit outside the class schedule to minimize any inconveniences.
5. We recommend you wear aqua shoes for the aqua aerobics classes to avoid slipping in and out of the pools. Similar to what we recommend for the showers.

Team Sports Rentals

Based on availability, members may reserve the indoor/outdoor soccer fields and basketball court for volleyball or basketball as follows:

1. Reservations may be made through the Soccer department for soccer field use, and the Athletic Director for basketball court use, at prevailing rates in 1/2 hour time increments for a minimum duration of 1 hour.
2. Payment is required at the time of reservation.
3. Failure to cancel a reservation a minimum of 7 days in advance will result in a charge to the member account, unless we are able to rebook the time.
4. All users are subject to Club rules and regulations including, but not limited to, conducting themselves in a manner conducive to a family environment. Yelling, fighting, cussing, etc. are not permitted. Dunking, touching or hanging on any rim is not permitted.
5. If available, the large indoor soccer field may be used by members for light walking / jogging (at no additional cost), however all ball playing must be done on the small indoor soccer field based upon better "exit" lighting.

Parking

1. Members are expected to park in properly designated spaces only, regardless of weather conditions.
2. Members are requested to honor designated "Handicapped Zone Parking" and fire lanes. Violators will be ticketed or towed at the owner's expense.
3. There is to be no parking or excessive waiting at the main entrance in the front of the Club.
4. Warning: Please do not leave valuables in your car.
5. Skateboards and skateboarding are not permitted on Club property. All boards found on Club property are subject to confiscation.
6. When parking is crowded, don't forget the lower lot next to the outdoor soccer field entrance and the side parking lot between Town & Country and the Great Escape Movie Theater. We have added new parking in the front of the property next to the Dairy Queen. We also have a joint parking agreement with the Great Escape, so you may use that lot as well.

Other

The rules and regulations and policies contained herein are not exclusive. Other rules and regulations may be posted in and about the facilities and shall be binding as if set herein. Town & Country Sports & Health Club assumes no responsibility for the actions of persons upon its premises, other than those of its directors and employees when acting within their respective official capacities and duties.

GENERAL LIABILITY RELEASE, ASSUMPTION OF RISK, AND WAIVER OF CLAIMS

In consideration of being permitted to participate in exercise, athletic endeavors, or other activities (collectively "athletic endeavors") at Town & Country Sports & Health Club, I agree that Town & Country Sports & Health Club, its owners, its heirs, assigns, and agents, and any and all other persons or entities involved in its athletic endeavors, together with all subcontractors, employees or volunteers, SHALL NOT BE LIABLE for injury or death to me, my heirs, assigns and agents, or for any loss due to theft of or

damage to my property or for any other consequential incidental damages caused in any manner whatsoever where any such liability is attributable to the absence of ordinary or even slight care by Town & Country Sports & Health Club, in the conduct of athletic endeavors.

Furthermore I HEREBY WAIVE any and all claims or causes of action against Town & Country Sports & Health Club which I may have by reason thereof AND DO HEREBY RELEASE AND HOLD HARMLESS Town & Country Sports & Health Club from any and all claims or causes of action that I may have from the beginning of time, now, and in the future. I further agree not to bring or cause to be brought any suit or any such claim or cause of action and acknowledge that the releases and waivers referred to herein shall apply regardless of whether liability is asserted on the basis of contract, strict liability, ordinary negligence or gross negligence.

I also affirm that I am voluntarily participating in athletic endeavors and using the facilities, and further acknowledge that I know, understand, and appreciate the inherent risks of such participation and use (ranging from minor injuries such as sprains, to major injuries such as heart attacks, ankle and knee injuries, to catastrophic injuries such as death or paralysis). I assume full responsibility for any and all injuries or damages from participating in athletic endeavors and facility use, which may occur to me as a result of such participation.

I further acknowledge that the execution of this Release, Assumption of Risk, and Waiver is continuing in nature, that it is my free and voluntary act, that I do not intend to participate in athletic endeavors at Town & Country Sports & Health Club until or unless I have had full opportunity to inspect its exercise and athletic facilities and sites and to receive all information from Town & Country Sports & Health Club that might bear on my decision to participate, and that I am under no duress or undue influence.

Furthermore, I intend both that I be legally bound hereby, and in the event of my death, that this release and waiver shall be binding on my estate, heirs, beneficiaries or any other successors in interest. This Release, Assumption of Risk, and Waiver shall be construed under the laws of the Commonwealth of Kentucky.