



## PARK CITY MUNICIPAL ATHLETIC & RECREATION CENTER RULES & REGULATIONS

pcmarc

### 1. RULES OF CENTER

Entry into the PC MARC and/or participation in programs or events sponsored by the MARC is an express acknowledgment and agreement by Patrons to be subject to and comply with the Rules of the Center, applicable state and local law, and other policies or directions given by MARC staff or by employees, contractors, agents or volunteers of the City, while in the Center or participating in activities or programs of the Center. The term "Rules of the Center" means those rules, regulations, procedures and other directives, (1) set forth in the Facility Use Waiver & Policy (2) set forth on signs posted in the Center, (3) set forth in the *Park City Municipal Athletic & Recreation Center* ("Rules and Regulations"), (4) presented to Patrons of the Center by the staff or employees, contractors, agents or volunteers of the City, while in the Center or participating in activities or programs of the Center, whether presented verbally or in writing, (5) applicable to a single activity or event, and (6) currently in place or implemented at a later time subsequent to the draft date of these Rules & Regulations.

### 2. FACILITY USE WAIVER

Prior to participation in any activity or program of the Center a Facility Use & Program Waivers is required to be signed. Waivers are valid for three (3) years. A new waiver must be completed if Patrons' information does not match what is on file.

### 3. RESIDENT BOUNDARIES

To qualify for resident rates, an individual must reside within the Park City School District boundaries. Non-residents are considered visitors and will be charged accordingly. For registration purposes, a "City resident" is defined as someone living within the 84060 zip code.

*In order to receive resident rates or City resident status, individuals must provide current proof of residence by presenting one of the following: a picture ID including street address, current utility bill, property tax notice, or a paycheck stub from a local business. This must be presented at time of pass purchase. If proof of residence is not available, visitor rates will be charged.*

### 4. FACILITY PASSES

Upon purchase of a pass, individual pass holders will be issued an identification card that must be presented for admission into the facility. This card, when scanned, will display the member's pass information on the computer monitor. Initial cards are provided with each new pass purchase. Passes are non-transferable and can only be used by the member whose name appears on the household.

### 5. PATRON PRIVILEGES

Membership or daily admission entitles users of the Center to any open participation times in any activity area according to the area rules, policies, age restrictions and schedules. This includes the swimming pool (lap swimming, leisure pool, and hot tub), the bouldering wall, the gymnasium, cardio area, indoor track, fitness floor, locker rooms, steam rooms, and game room.

Fees for the following will be charged in addition to facility pass fees:

- Fitness Classes (unless a class add-on is purchased)
- Recreation Programs & Lessons
- Tennis/Pickleball Court Rental (unless a Racquet Sports pass is purchased)
- Tennis Lessons & Clinics
- Special Events
- Room and Facility Rentals
- Other programs as necessary to cover additional unforeseen costs.

### 6. MINIMUM/MAXIMUM

All classes and programs have a minimum enrollment that must be met one week before class starts or the class may be cancelled. All classes also have a maximum enrollment. Participants are enrolled on a first come, first served basis. Patrons are encouraged to waitlist for any programs that have reached maximum enrollment in the event space becomes available.

### 7. LOCKER USE

Lockers are available for daily use and must be cleared immediately after the patron has completed his or her activities. Patrons are responsible for bringing their own lock when using the daily use lockers. Locks are available for an additional fee at the front desk.

\*Daily use lockers which are not cleared at the end of the day will have the lock cut-off and all items will be removed and bagged for pick-up. There will be a two (2) week holding period at the end of which all unclaimed items will be sent to an establishment which collects and resells used merchandise.

### 8. MARC REFUND POLICIES

#### Facility Passes

- Punch Cards and Monthly Passes are non-refundable.

- Only 6 and 12 month passes may be paused. Six-month passes can be paused once for a maximum of 30 days. Annual passes can be paused twice for a maximum of 30 days each time. Passes must be active for at least 30 days between pauses; no exceptions will be made to this policy. Passes cannot be paused retroactively. See front desk for pass pause forms.

**Admissions** – Daily Admission fees are non-refundable.

**Retail Items - Front Desk** - All refunds will be handled by designated staff. No refunds on personal items such as swim diapers, towels and water bottles.

**Retail Items - Pro Shop** – All refunds will be handled by Pro Shop Staff. Refunds will not be issued without a receipt. No refunds on personal items, shoes, sale items or racquet stringing.

#### TENNIS & PICKLEBALL REFUND POLICIES

##### **Courts and Reservations:**

- Reserved courts may be cancelled up to 48 hours in advance of the start time. Courts cancelled inside the 48-hour window will be charged the full cost and resold.
- A player may only book ONE court during any time period and may NOT book more than 2 hours per day. (Lessons, league play, designated Open Play and clinics do not count toward court reservation time)
- Players making the court reservation under their name must be one of the participants on the court of play. Players may NOT book courts for other patrons. Players needing consideration may speak with the Tennis department prior to the court reservation time.

##### **Tournaments, Socials & USTA Competitions:**

-Courts that require advanced booking for patrons (i.e. USTA matches, tournaments, socials events, etc.) are subject to the MARC 48-hour cancellation policy.

##### **Private Lessons / Group Lessons:**

- Private Lessons and Group lessons are defined as lessons a patron sets up with the pro and are private in nature, which means the patron controls who participates in the lesson.
- Lessons scheduled with pros must be cancelled by contacting the pro 48 hours or more before the start of the lesson. Lessons cancelled within the 48 hours are subject to being charged the full amount owed.
- PC MARC Tennis Pros reserve the right to move/remove players of inappropriate level from clinics that are level designated.

##### **Tennis & Pickleball Clinics:**

- Clinics are defined as lesson that is public in nature, which means that the MARC decides who can sign up and participate. As an alternative to canceling, clinics with 3 or less people the Pro can chose to run a shorter length clinic depending on the number of players.
- Clinics that have fewer than 3 players sign up are subject to ½ time or cancellation with a full refund for the patron.
- All Clinics are available for online registration prior to the start of the clinic. Drop-ins are not guaranteed that space will be available.
- A full refund will be given for cancellations made with greater than 48 hours' notice to the start of a program.
- No refunds if a cancellation is made within 48 hours of the start of a program.

#### RECREATION REFUND POLICIES

##### **Recreation Programs:**

- A full refund will be given for cancellations made with 5 or more business days' notice.
- No refunds with less than 5 business days' notice prior to the start of the program.

**PARKS RESERVATIONS** – A full refund will be issued with a cancellation fourteen (14) days prior to your reservation. If a pavilion reservation is cancelled less than fourteen (14) days prior to the date reserved, no refund will be issued. No refunds will be issued due to weather. If, due to unforeseen circumstances, a cancellation is initiated by Park City Recreation, the reservation holder will be given a full refund.

**GYMNASIUM AND PARTY ROOM RESERVATIONS** - Full refunds will be issued if the request for cancellation is a minimum of 5 business days prior to the reserved date and time. No refunds will be issued after this time.

#### 10. FACILITY ENTRANCE PROCEDURES

Any person entering the Center must sign-in at the front desk. This is where the facility pass card is scanned or where the admission fee is collected.

\*Spectators will be allowed in the facility to view activities only in our lobby area or gymnasium. Spectators will not be allowed upstairs or on pool deck during open swim times. An admission fee will be charged if the spectator uses equipment or other facility amenities. Spectators are subject to all terms and conditions of the PC MARC Rules and Regulations.

#### 11. FACILITY & EQUIPMENT RENTAL

Facility rentals are reserved through the program coordinator in charge and are subject to approval by the Recreation Manager or designee. Equipment rentals are provided at the front desk. Collateral is required when renting/using equipment. Equipment can not leave the MARC facility property.

#### 12. GENERAL FACILITY RULES

The following rules apply to all areas of the Recreation Center:

- Use of the facility, activities, programs, and equipment are at your own risk. If you need assistance please request it from the front desk.
- Locker room doors are always unlocked during facility operating hours. Use of locker rooms is at your own risk. Parents are responsible for their small children using these facilities.
- Glass containers of any kind are prohibited.  
Facility users may not teach, train, instruct, or coach others for compensation. Outside lessons are **STRICTLY PROHIBITED**. Patrons found to be engaging in a lesson for pay with someone other than city staff is subject to losing their MARC privileges for up to 5 years.
- Smoking is prohibited on PC MARC property.
- Animals of any kind must be on a leash at all times. Only service animals are allowed on the pool deck.
- Additional rules for each activity area are posted within the facility. Use of the facility is subject to all posted rules and patrons agree to comply with all posted rules.
- Entry into the Center and/or participation in any programs or events sponsored by the Center is an express acknowledgment and agreement by Patrons to be subject to and comply with the PC MARC Rules and Regulations and other policies or directions given by the Center staff while in the Center or while participating in activities or programs of the Center. Patrons found in violation of these

- rules and regulations may have their privileges suspended or revoked.
- h. No one under the age of 11 may use the Weight Room or Cardio Area. Youth ages 12 – 13 may only use the Fitness Center with the accompaniment of an adult aged 18 or older and issuance of a signed liability waiver.
  - i. GYMNASIUM USE. No food or drinks (other than bottled water) are allowed in the gym. Food and drink may be consumed in the gymnasium lobby. All participants must wear non-marking shoes. Foul language is prohibited. Chairs and spectators are allowed only along the walls of the gym - they must stay off the playing surface. **Young children (age 6 and younger) may not be left unattended in the gymnasium or gymnasium lobby.**
  - j. YOUTH USEAGE. Children under the age of 7 must be accompanied by a responsible parent or guardian who is at least 16 years old at all times. Children aged 7 and older are welcome to use the bouldering wall, game room and gymnasium at the PC MARC unattended, provided they follow all rules and regulations and are respectful to the facility and other users. Children under the age of 9 years MUST be accompanied by a responsible adult or guardian while using the PC MARC pools. Children over the age of 9 who wish to participate in the PC MARC swimming pools without supervision must have parental permission via a signed Facility Use Waiver.
  - k. Abuse or misuse of Fitness Center property or equipment is prohibited. Violators will be held financially responsible for damages and/or losses caused by the abuse or misuse of Fitness Center property.
  - l. Wi-Fi High Speed Internet Service may be available to PC MARC patrons who bring their own properly configured equipment. This service is provided to patrons at no additional charge subject to the Terms and Conditions of use. By purchasing a PC MARC pass for use by a minor you represent that you have read and understand the Wi-Fi High Speed Internet Service Terms and Conditions, that you agree to be bound by their content, and that you authorize PC MARC to grant said minor access this Wi-Fi High Speed Internet Service.
13. INDEMNIFICATION AND HOLD HARMLESS
- Patrons and spectators of the Center (which includes pass holders of the Center, punch pass users, daily admission users, visitors and all others entering the Center) recognize and acknowledge that there are inherent hazards and risks connected with activities at the Center. In exchange for the privilege of entering or using the Center or any of its programs and events, Patrons or spectators, for themselves, and on behalf of their minor children, legal dependents, or other persons under their care or supervision, (1) knowingly and voluntarily assume the risks of such hazards, (2) agree to defend, indemnify and hold the City and its officers, agents, employees and volunteers harmless from and against any and all loss, damage and expense incurred by reason of any claim or liability based upon personal injury (including death) or property damage arising out of the negligent or intentional action of spectators or Patrons, or of any person whether inside or outside the Center or whether such actors are participating in Center sponsored programs or events, or in activities unrelated to the Center, and (3) release the City and its officers, agents, employees and volunteers from any and all liability arising out of injury or property damage to spectators or Patrons, their minor children, their legal dependents, or others under their care or supervision, except to the extent that such injury or damage is directly caused by the willful act or omission of the City or its officers, agents or employees or volunteers.
14. MODIFICATIONS TO RULES
- Patrons and spectators agree to be bound by (1) these Rules and Regulations, (2) by signs posted within and outside the Center, (3) MARC – Code of Conduct, and (4) directives of the Center staff, currently in effect and as may be changed from time-to-time. Facilities, equipment, hours, service, regulations, and policies are subject to change without notice, at the sole discretion of the City.

September 9, 2024