

CLUB USE

Club Schedules and Hours

General Club, childcare, and holiday hours are posted on our website. In addition, the website hosts class, program, and activity schedules.

Guests of Members

Adult members above the age of 18 have the option to bring in non-members as guests. All guests must register with Club staff prior to gaining access to the facility. All guests must pay the applicable guest fee as listed below. There is no limit on the number of times a guest may use the facility when a guest fee is paid. There is no limit to the number of paid guests a member may bring but in cases where there are five or more guests, pursuing a party or rental may be more cost effective.

Premium members have access to guest privileges at no charge. Premium members may bring up to **two free guests each month**. Any unique guest may only gain access via a free pass five times in a calendar year. After a person's 5th free pass, all guest fees will apply, or the guest should consider joining on a regular Courthouse membership. **The Premium guest allowance is not a substitute for membership.**

Members under the age of 16 do not have guest privileges unless their guest is a parent or guardian. In this instance, all guest policies apply, including the applicable guest fee. The club reserves the right to revoke guest privileges at any time.

A current Courthouse member must accompany guests at all times. Fees are as follows;

- Under the age of 1 (for swimming only; must be over 2 months old): No cost
- Age 1 to 13: \$8
- Age 14+: \$15

Member and Guest Check-in

All Courthouse members and guests are required to check in prior to use of the facility. A fine of \$50 will be assessed to anyone abusing gateway access. Jumping the gate, forcing it open, or using another person's membership barcode to gain access are all forms of abuse.

Guardians and Caregivers

Guardians may accompany the children in their care in and out of the club **during specific program times for which the child is enrolled**. Guardians are chaperones for program visitation and are not allowed personal use of any Courthouse facilities, programs, or classes. If a guardian wishes to accompany their child during regular club visits, they must procure a membership or pay the guest fee.

Caregivers may accompany those who require assistance during their Club visit. Caregivers are supervisors in the facility and are not allowed personal use of any Courthouse facilities, programs, or classes. Designated Caregivers are to facilitate club use for those who require assistance as a safety precaution.

Kids and Junior Members

While in the club, children under 14 must be involved in a structured Club Activity with club staff or they should be in an area or space of the facility that they may participate in. All members and guests under 18 are subject to a facility curfew of 9:00 pm.

Ages 10 and Under

- May access Courthouse Kid's Court area during operational hours with a Kid's Membership or Kid's Court Drop-in Fee of \$8. Their parents or guardians must be in the Club, while kids use Kids Court.
- May use basketball courts, racquetball courts, pools, and classes with direct adult supervision.
- May participate in any youth programming or classes without adult supervision.
- Classes should not be used as a childcare substitute, and the child must be able to fully participate.
- All members under the age of 18 will be subjected to curfew restrictions of 9:00 pm.

Ages 11-13

- May participate in a group exercise class without direct adult supervision.
- May use the indoor pool, outdoor pool, and spa with direct adult supervision.
- May use cardio and weight equipment with direct adult supervision.
- May use the basketball and racquetball courts without adult supervision.
- All members under the age of 18 will be subject to curfew restrictions of 9:00 pm.

Ages 14 and Older

- May use all club resources and amenities available to adult members.
- All members under the age of 18 will be subject to curfew restrictions of 9:00 pm.

FACILITY USE

Non-Smoking Environment

Smoking, vaping, and the use of drugs are not allowed in or on Club property.

Dress for Cardio, Weight Room, Courts, and Fitness Areas

Clothing and shoes designed specifically for exercise are required. Street clothes are not allowed. A top must be worn at all times. Please use shoes designed for the chosen activity (no sandals, boots, dress shoes, etc.).

Dress for Pool and Spa Areas

A modest suit designed specifically for swimming is required. Exercise apparel and/or other clothing is prohibited in the pool. Loose or dangling jewelry should be removed prior to entering the pool. Cover-ups for swimwear and shoes are required outside the pool, sun deck, and locker room areas. The Club is not responsible for swimwear that fades or is damaged due to use in pools, spas, or swimsuit dryers.

Sauna and Steam Rooms

The sauna temperature is kept between 188-194 degrees. The steam room temperature is kept between 118-122 degrees. We suggest members limit themselves to a maximum of ten minutes per session.

Because of high temperatures, the steam room and sauna can be dangerous to your health. We recommend consulting your physician before you use them. Those who are pregnant and those with medical conditions such as high blood pressure, heart disease, and respiratory problems should avoid exposure to high heat.

Some locations have co-ed steam and sauna rooms. In these club locations, a swimsuit or athletic wear is required. Phones are not allowed in these areas.

Indoor/Outdoor Pool Policies

- The slide is open during supervised swim only.
- Running, diving, pushing, and other horseplay are prohibited in and around the pool area.
- A modest suit designed specifically for swimming is required.
- Swimwear cover-ups and shoes are required for re-entrance to the Club.
- Members are allowed access to and from the pool through the Club only.
- No person under the influence of drugs or alcohol shall use the pool.
- No glass containers are allowed in the pool area.
- No smoking on the pool deck or any Courthouse Club Fitness premises.
- No person suffering from a communicable disease or with open wounds shall use the pool.
- Flotation devices such as air mattresses, tubes, or inflatable animals are prohibited in or around the pool.
- Children who are not fully potty trained must wear a swim diaper.
- All persons are required to take a cleansing shower before entering the pool.
- All guests and members are subject to Courthouse Guest Policies
- Children 13 years and younger must have direct adult supervision at all times on the pool deck.
- The indoor pools are specifically designed for exercise and lap swimming.
- The outdoor pools are specifically designed for recreation and families.

Supervised Swim (Lifeguard on Duty)

- Children 13 years and younger must have direct adult supervision at all times on the pool deck, even when a Lifeguard is on duty.

Pool and Spa Temperatures

Please note that pool temperatures are approximate and may vary slightly at each Club location.

Battle Creek:

- Warm pool: 88 degrees
- Lap pool: 82 degrees
- Spa: 103 degrees

West Salem:

- Warm pool: 88 degrees
- Lap pool: 82 degrees
- Outdoor pool: 80 degrees
- Spa: 103 degrees

Keizer:

- Lap pool: 86 degrees
- Outdoor pool: 80 degrees

- Spa: 103 degrees

Lancaster:

- Lap pool: 86 degrees
- Spa: 103 degrees

South River Road:

- Lap pool: 86 degrees
- Spa: 103 degrees

Locker Rooms

- Children aged four and older are not allowed in the locker room of the opposite gender. If needed, private family changing rooms are provided in or near the pool area.
- Cell phones are not to be used in the locker rooms due to privacy concerns.
- **It is the responsibility of each member and guest to secure their valuables properly. Courthouse is not responsible for lost or stolen items.**
- There are several day-use lockers in each locker room. These lockers are available for members and guests to use while they are in the Club. Locks left on these lockers will be cut off at the end of each day, and contents will be bagged, dated, and left at the service desk for the owner to claim. Lost and found items will be kept at the desk for 7 days, after which they will be discarded.

Racquetball and Squash Court Reservations

Members may reserve one court at a time up to seven days in advance for a maximum of two hours.

Shower Towels and Private Lockers

Rentable shower towels are **\$2 per use** and will be charged to a member account each month as they are requested. Members can also access towel service with a Premium membership/service. Private lockers may be rented for \$10 per month per location.

Club Damage

The Club anticipates normal wear and tear to the facility and equipment due to regular member use. The club monitors most areas of the facility. In the event that a member or guest is found vandalizing, damaging, or destroying club equipment or property intentionally or unintentionally by using the area or equipment outside of the intended parameters, the club reserves the right to impose a fee equal to the cost of repair or replacement. The club reserves the right to terminate memberships of repeat offenders.

MEMBERSHIP POLICIES

Membership Subsidy

If a membership subsidy is removed for any reason, membership will be rolled over to the membership rate and terms signed upon initial enrollment. Examples would include but not limited to Corporate membership, Insurance sponsorship or Trade memberships.

Adding or Canceling Services

All changes are to be submitted through online account change form at courthousefit.com. Ceasing to use Club facilities or services will not be considered as intent to terminate service, nor will ceasing to pay monthly fees. Cancellation of service will take effect at the end of the following month in which notice is given.

Medical Freeze

Members may "freeze" their membership for a minimum of one calendar month and a maximum of six months due to an illness or injury that prevents them from using a majority of the club. The freeze period extends any membership obligation by a like period. All freeze requests are subject to management approval and may require a doctor's confirmation. Members may request one freeze per calendar year. Freeze fees apply.

Restricted Access

Some membership options may have restricted access as it pertains to time or space within the facility. Should a member with a time or area restriction wish to use outside of their limitation, they may do so for a fee. For instance, our "Basic" membership provides club access from 12:00 pm to 4:00 pm. Members with this membership type may use the Club outside of this timeframe for an additional fee of **\$15 per instance**.

Right to Deny Membership

Courthouse shall have the right to terminate a membership whenever management determines, in its sole discretion, that the continued existence of the membership is no longer in the best interest of Courthouse or other members. The following non-exclusive list of occurrences may constitute the basis for termination of a membership: when member violates a Courthouse policy, procedure, or condition of membership; when member abuses, destroys, or wrongfully damages Courthouse premises or property, which includes its business reputation; when member abuses, verbally or physically harasses, threatens, intimidates or defames other members or Courthouse employees; when member engages in theft of any property belonging to Courthouse or a member or visitor; or when member engages in the unauthorized use of or conducts unauthorized activities on Courthouse premises.

Right to Price Increase

Courthouse shall reserve the right to increase or decrease dues as deemed necessary. A price increase does not void any contractual obligations on the part of the member. Should dues be raised by more than 15%, a member will be released from any contractual obligation and be allowed to terminate membership without penalty.

BILLING AND PAYMENT

Payment Methods

The most cost-effective payment method is ACH. To set up ACH, you will provide your bank account information. For all other payment methods, including debit/credit card, cash, or check, a \$5 fee is assessed each month. Manual payments may be made in person with Fitness Support or mailed to PO Box 3125, Salem, Oregon, 97302.

Billing Policies

The billing cycle is from the 1st to the 31st of each month. On the 1st of each month all dues, services and fees will be assessed and in most cases will bill according to the billing information on file. Courthouse does not have the ability to change the draft day. Payment is due in full by the 15th of each month. Monthly payment is an acknowledgment of active membership, which allows club access. Once paid, club membership cannot be disputed based on use.

Past Due Accounts

All accounts not paid in full by month-end and considered 30 days past due will receive a friendly reminder for payment. Accounts that become delinquent by 60 days will be assessed a late fee for non-payment, and services will be suspended. When an account reaches 90 days past due, membership will be terminated with applicable termination fees and the account will be remitted to a collection agency.

On Account Charging Privileges (House Charge)

For membership accounts paid by eBill, responsible parties on the account automatically receive charging privileges. Parents and guardians can choose to give children on the account charging privileges.

GENERAL POLICIES

Consult Your Physician

Before you start on a new exercise program, we recommend you consult with your physician if you are over 40 and have been sedentary for a year or more or if you have any of the following risk factors: cardiovascular disease, a family history of cardiovascular disease, diabetes, high blood pressure, elevated blood cholesterol, obesity, high level of stress, or if you are a smoker.

Communication Policy

Courthouse communicates all official and promotional notices and updates via email and text message. Enrolling in a Courthouse membership or service provides Courthouse authorization to communicate via text message and email. No mobile information will be sold or shared with third parties for promotional or marketing purposes. Members may opt-out at any time.

Video/Audio Recording

For the purpose of member security, staff training, and club promotion, audio and video recording equipment is present in various areas of Courthouse facilities. Members may be recorded visually or acoustically at any time. Courthouse may use photographic or video images in which a member appears in various media communications.

Unusual Closures

Hours of operation are subject to reasonable adjustment at the discretion of Courthouse management, including but not limited to changes for holidays, special occasions, and the performance of maintenance to facilities. Notice of such changes will be posted on Courthouse premises and/or website whenever

possible. Should all Courthouse facilities be unavailable for member use for a period exceeding seven days due to damage by fire, act of God, catastrophe, accident, construction, or extraordinary maintenance, the membership time shall be extended for a like period.

Extreme Weather

During periods of extreme weather, sudden changes to the club schedule will be posted on our website or our social media channels.

Oregon Law Governing Health Club Membership

IF YOU WISH TO CANCEL YOUR COURTHOUSE CLUB FITNESS MEMBERSHIP AGREEMENT, WITHOUT PENALTY, YOU MAY CANCEL IT BY DELIVERING OR MAILING BY CERTIFIED MAIL A WRITTEN NOTICE TO COURTHOUSE CLUB FITNESS. THE NOTICE MUST SAY THAT YOU DO NOT WISH TO BE BOUND BY THE AGREEMENT AND MUST BE DELIVERED OR MAILED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THE AGREEMENT. THE NOTICE MUST BE MAILED TO: COURTHOUSE CLUB FITNESS, PO BOX 3125, SALEM, OREGON 97302. IF YOU CANCEL WITHIN THREE DAYS, COURTHOUSE CLUB FITNESS WILL RETURN TO YOU WITHIN 15 DAYS ALL AMOUNTS YOU HAVE PAID.

In addition, you may cancel your Membership Agreement for the following reasons: a) if you die or become physically unable to use a substantial portion of those health club services used by you from the date of this membership agreement until the time of disability. Your disability must be confirmed by an examination of a physician agreeable to you and Courthouse. b) If Courthouse goes out of business. c) If Courthouse moves its facility closest to your residence on the date of the Membership Agreement to a location more than five additional miles from that residence. d) If a facility, construction or improvement is not completed by the date represented in the membership agreement. e) If Courthouse materially changes the health club services promised as part of the initial Membership Agreement.

If you choose to cancel your Membership Agreement for reasons a) through e) stated above, you will receive a refund of any dues paid, up to an amount computed by dividing the total amount of dues paid in the month of cancellation by the number of weeks in the month for which the dues were paid and multiplying the result by the number of weeks remaining in the month. The reasonable administrative costs associated with the establishment of your membership, including any joining fee, will not be refunded. Any liquidated damage clause mentioned in this agreement will not apply to memberships that are terminated under the conditions mentioned above.