

9. Photographs/Videos: Taking any photos or videos in The Center is strictly prohibited without obtaining prior written authorization from The Center Management.

10. Weapons: No weapons of any kind are allowed in The Center or on Hays Medical Center property.

11. Lockers: Only rented lockers may be locked overnight. Daily lockers are available for Members convenience. Daily lockers that are still locked after The Center closes will be opened, and the contents will be moved to Lost and Found. Members are encouraged to keep their lockers secured at all times. The Center will not be responsible for lost or stolen articles.

a). Adult Locker Rooms are designated for members 13 or older.

b). Family Locker Rooms are designated for families with children under 13, swimming lesson participants, and special needs members.

12. Use of Wet Areas:

a). Members are required to shower before entering the Aquatic Center.

b). Children under the age of 16 are not permitted in the whirlpool or therapy pool at any time except for Center sponsored events that permit such use.

c). Children under age 13 may use the lap swimming pool during designated family swim times **only** and must be under the direct supervision of a parent or other adult, age 18 or older, at all times.

d). For your safety, children 16 and under are supervised by an adult, 18 or older.

13. Towels: Large bath towels are available for members. These towels are not to be taken out of the locker rooms, except to the Aquatic Center. Regular-sized white towels ("sweat towels") are provided in the exercise areas.

14. Equipment: Proper equipment is expected to be used in all areas of the facility. Management reserves the right to determine appropriateness of equipment and subsequent Member use.

15. Guest Policy: Members, age 13 and older, may bring a guest to The Center at any time by registering them at the reception desk and paying the applicable fee. If unregistered guests are found using The Center, the accompanying Member may be fined and can be subject to suspension or termination from The Center.

16. Teen Guest Policy:

Guests under the age of 18 must have a waiver of liability signed by parent/or legal guardian before they will be allowed to use The Center.

17. Hours of Operation, Fees & Classes: Established hours of operation, fee schedule, classes, leagues, lesson offerings or content is subject to change at any time by The Center.

18. Solicitation: Members may not solicit or distribute literature on The Center property at any time for any purpose.

19. Interpretation: On all questions regarding the construction, interpretation, or application of these Rules, Regulations & Privileges, the decision of management will be final.

20. Amendments: Amendments to these Rules, Regulations & Privileges may be made any time by management.

21. Exceptions: Exceptions to these Rules, Regulations & Privileges may be made on a case by case basis at the discretion of management.

Hays Medical Center Nondiscrimination Statement

As a recipient of Federal financial assistance, Hays Medical Center does not exclude, deny benefits to, or otherwise discriminate against any person on the basis of race, color, national origin, disability, or age (unless age is a factor necessary to normal operations or the achievement of any statutory objective) in admission to, participation in, or receipt of the services and benefits under any of its programs and activities, whether carried out by Hays Medical Center directly or through a contractor or any other entity with which Hays Medical Center arranges to carry out its programs and activities.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

In case of questions, please contact:
In-House Counsel/Corporate Compliance Officer
Hays Medical Center
2220 Canterbury Drive
Hays, Kansas 67601
Telephone number: 785.650.2759
TDD or State Relay number: 800.766.3777 (V/T);
or Dial 711



2500 Canterbury Dr.
Hays, KS 67601
785.623.5900
www.haysmed.com/the-center/
certified medical fitness association
161326/m4213

move rules & bylaws



2500 Canterbury Dr.
Hays, KS 67601
785.623.5900
www.haysmed.com/the-center/
certified medical fitness facility

RULES, REGULATIONS & PRIVILEGES OF MEMBERSHIP ~ ARTICLE ONE

A Member of The Center shall be classified as one of the following:

Primary Member

An adult (age 18 or older) who pays the Primary enrollment fee and full prevailing monthly dues (as determined by the membership level at which he/she joins The Center) shall be classified as a Primary Member and have full use of The Center.

Spouse

A legal spouse of a current Primary Member who pays a Spouse enrollment fee and full prevailing Spouse monthly dues shall be classified as a Spouse Member and will have full use of The Center.

Additional Family Members(s)

A dependent child of a current Primary Member, age 13 or older, who pays a child enrollment fee and full prevailing additional Child Member monthly dues, is classified as a Child Member and will have full use of The Center. Parental supervision may be required (see Articles Three and Four). A Child Member must be a legal dependant of the Primary Member and claimed as a dependant under the Federal Income Tax guidelines.

All memberships are nontransferable.

MEMBER RECORDS & PROCEDURES ~ ARTICLE TWO

1. Accounts: The enrollment fee and the first month's membership dues must be paid in full upon enrollment. The payment may be made by cash, check, or credit card. Hays Medical Center Associates, part-time or full-time status only, may payroll deduct their monthly

their monthly membership fees. Monthly membership payments will be established via Electronic Funds Transfer (EFT) from a checking or credit card account. Membership drafts not honored by the bank or credit card company for any reason will be assessed a service charge in addition to any bank service fees. Please notify the business office of any changes in the EFT account. Cash payments may be made in full for a minimum of one (1) year. No month to month payments.

2. Delinquent Payment: Members whose accounts have outstanding balances over 30 days will be put on inactive status and denied use of the facility until such balance is paid in full. Accounts 60 days or more overdue will be subject to suspension or cancellation at the discretion of management.

3. Address Changes: Members shall be responsible for providing written notice concerning changes of address to The Center.

4. Spouse/Child Membership Changes: Primary Members may add an additional family member at any time by paying the prevailing enrollment fee and one month's dues for the added member(s).

5. Cancellation: A 30-day written notice is required for cancellation. A membership is cancelled by returning all membership cards, paying the Member account up to date, and signing a "Membership Cancellation" form. As long as a membership card remains in circulation, the account will continue to be charged for that membership. Re-enrollment at a later date will be subject to terms and conditions applicable at that time, including payment of enrollment fee and any outstanding balance.

6. Freezes: Memberships may be "frozen" and monthly dues reduced to a minimum handling charge during periods of forced inactivity for a minimum of 1 month up to 3 months, provided all the following conditions are met:

- a). The membership account is up to date.
- b). The Member is neither living nor working in the area during the period, or is incapacitated by serious illness, injury, or seasonal farm work requirements to the extent it is impossible to

make use of The Center. The Member is asked to provide documentation of these changes for a freeze to be granted.

c). A Freeze Request Form is signed. Memberships can be frozen only twice during a 12 month period.

7. Suspension/Termination of Membership by Management:

Management has the right to suspend and/or terminate a membership for any reason deemed sufficient in the sole discretion of management, including, but not limited to (a) non-payment of dues, (b) violation of any Center Rule, Regulation, or Privilege, (c) behavior that interferes with any Member's enjoyment of The Center, or (d) behavior that poses a threat to the health or safety of any Member or the management team. A membership is not eligible for re-instatement unless it was terminated as a result of a failure to pay membership dues.

8. Dues Adjustment: It is our intent to keep the monthly dues at the lowest amount feasible, but monthly dues may be adjusted by management with a 30-day notice.

CHILDREN'S POLICY ~ ARTICLE THREE

1. General: The Center extends full membership privileges to adults and young adults 13 and older. Adolescents ages 13-16 need supervision to use the free weight area/Aquatics Center (see Article 4,12b)

2. 6 weeks To Twelve Years Old: Members' children from age 6 weeks to 12 years must be in the Play Center when they are in The Center, unless they are taking part in a Center program.

3. Fitness Areas/Equipment: Children under the age of 13 are not allowed in the fitness areas.

4. Parental Presence: Parents must be on the premises to leave their children in the Play Center. Children may not be left in the Play Center for more than two hours at a time.

HOUSE RULES ~ ARTICLE FOUR

1. Check-in: All Members using The Center must scan their membership cards at the reception desk.

2. Security: All Members must enter and leave The Center via the front entrance.

3. No Public Displays of Affection: Acts of physical intimacy of any kind is prohibited.

4. Conduct: Proper conduct for language, sportsmanship, and general behavior is expected at all times. Inappropriate conduct of any type will not be tolerated and may lead to termination of membership.

5. Card Replacement: A fee will be charged for replacement of lost membership card(s).

6. Tobacco: Use of any type of tobacco is not permitted anywhere on The Center grounds.

7. Proper Attire: All Members are expected to wear appropriate attire when using The Center. Closed toe supportive footwear and shirts are required at all times in all areas outside the locker rooms and pool areas. Members who wear any attire that is thought inappropriate by management will be asked to change.

8. Cell Phones/Cameras/Mobile Electronic Devices: To protect the privacy of The Center Members, the use of cell phones, cameras, or other mobile electronic devices ("Electronic Devices") in the locker rooms, restrooms, exercise studios, Aquatic Area, or locker room lounges is **strictly prohibited**. Electronic Devices may not be used when a Member is using any fitness equipment or weight machines, unless the Electronic Device is used solely to listen to music, watch a pre-recorded movie, read a digital book, play electronic games, or track the Member's exercise routine. Headphones must be worn any time a permitted use of the Electronic Device includes audio.

Cell phone ringers must be turned to silent or vibrate at all times while in The Center. Cell phones may be used in **designated cell phone usage areas only** (Juice Bar and Breezeways), and conversations should be:

- a). Limited to urgent use only; and
- b). Conducted as quietly and briefly as possible, so as not to disturb others;