



# BAY BADMINTON CENTER, Inc., 1611 Adrian Road, Burlingame, CA 94010 ("the Center")

## MEMBERSHIP TERMS AND CONDITIONS

1. **INTERPRETATION AND VARIATION**
  - 1.1 These are the Terms and Conditions of Membership ("Terms & Conditions") incorporated into the membership agreement between the Center and each Member ("the Membership Agreement").
  - 1.2 The Center reserves the right to vary and revoke these Terms & Conditions from time and in addition to make, vary and revoke the by-laws which it may consider necessary or desirable for the regulation of the internal affairs of the Center and the conduct of members and their guests. Any such changes will be notified to members and, until revoked, are binding on members.
2. **ACCEPTANCE & COMMENCEMENT OF MEMBERSHIP**
  - 2.1 Acceptance of an application for membership is in the absolute discretion of the Center.
  - 2.2 Subject to paragraph 2.1, when an applicant that has signed the Membership Agreement and The Center has received his/her initiation fee and first monthly dues (annual payment in advance, as the case may be) he/her shall become a member of the Center with which he/she registered and shall be entitled to all the privileges of his/her membership of the Center.
3. **PAYMENT TERMS & AGREEMENTS**
  - 3.1 Initiation fees and subscription fees shall be determined by the Center and may be subject to change from time to time. Details of all fees are available from the Center's office and website.
  - 3.2 The subscription fee must be paid monthly Direct Debit (Debit or Credit Card). Any members who falls behind in payment for more than 30 days will forfeit his/her membership and will be required to pay a reactivation fee to re-join the Center.
  - 3.3 Monthly subscription fees must be paid in accordance with the Terms and Conditions irrespective of whether or not the member uses the Center's facilities.
  - 3.4 The first subscription fees that a member pays on joining the Center will be a 'starter Payment', which includes the Initiation Fee, and monthly Direct Debit payment. The next monthly billing will begin on the first day of the following month which membership commences.
4. **CANCELLATION**
  - 4.1 Subject to the provisions of the Membership Agreement, a member may cancel his/her membership at any time by written request to the Center, giving one (1) clear calendar month's notice of the desired cancellation date. All membership cards must be returned to the Center by such date.
  - 4.2 It is the responsibility of the member to cancel his/her Direct Debit with their bank or financial institution on termination of their membership. The Center cannot be held liable for any payments processed due to the failure of a member not cancelling their Direct Debit.
  - 4.3 Initiation fees, Starter Payments, monthly subscription fees and Annual Payments are non-refundable unless otherwise stated in these Terms and conditions. There will be a \$150 penalty charge on early termination of a yearly contract.
  - 4.4 Members who do not wish to accept a change proposed by the Center to these Terms and Conditions may cancel their membership by giving written notice to the Center. The notice must be given before or within 14 days after the change to the Terms and Conditions and membership will expire at the end of the relevant calendar month.
  - 4.5 The Center reserves the right to expel from the Center, suspend for a specific period or refuse to renew the membership of any member whose conduct is or may, in the Center's reasonable opinion, be detrimental to the character of the Center or amounts to a breach of the Terms and Conditions or where such expulsion is otherwise in the interests of the other members of the Center membership and shall not be entitled to any repayment of his Initiation fee, Starter Payment, monthly subscription fee or Annual Payment for any period during which his/her membership is suspended.
5. **GENERAL**
  - 5.1 Members are required to give written notice to the Center of any change of address. Failing such notice, all communications shall be assumed to have been received by the member within 5 days of mailing to the last address notified to the Center.
  - 5.2 The Center reserves the right to refuse admission to the Center.
  - 5.3 The Center may, if a member so wishes, communicate with the member by electronic mail ("email"). By providing an email address to the Center, the member consents to receiving email communications from the Center, including notices pursuant to these Terms and Conditions. The member also accepts the risk that the email may not be a secure and confidential means of communication. The Center will not be liable for any loss or damage suffered as a result of communicating with a member by email.

### RULES AND REGULATION

All Bay Badminton Center ("BBC") members, guests, court rental players, and coaches (hereinafter referred to as "participants") must thoroughly review all our rules and regulations before using the BBC. These rules & regulations are designed to allow all participants to enjoy the new facility in a way that will be safe and productive. BBC Management reserves the right to vary and revoke these Rules & Regulation from time to time in addition to make, vary and revoke any by-laws which may consider necessary or desirable for the regulation of the internal affairs of the Center and the conduct of the participants. Any such changes will be notified to participants immediately. Please do not hesitate to contact the BBC staff members should you have any questions.

### GENERAL RULES

1. BBC seeks, enrolls, and maintains memberships without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, sexual orientation or age. It is further BBC policy that no circumstance or conduct undertaken by Center personnel shall have the effect of discrimination on the basis of any of aforementioned classifications. All BBC members shall have full and equal access to the center facility. All members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any members with disabilities shall be entitled to reasonable accommodations for their physical and mental impairments. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should first report to Center Management.
2. Participants must check-in at the BBC reception counter. Please have your center ID or identification document ready to show when checking in. BBC staff reserves the right to refuse entry to any participants without proper identification.
3. Participants are required to sign the BBC liability release form. This is required for insurance and liability purposes for BBC facility.
4. Paying the guest 'drop-in' fee enables the guest to enter and use the BBC facility as a guest until he or she leaves the BBC facility. There is absolutely NO free "re-entry."
5. Details of 'Drop-in' fees are available from the Center's office and are subject to change from time to time.
6. BBC Management reserves the right to limit the number of 'drop-in' guests and court rental players to use the facility at any time.
7. Advance bookings may be made available for certain badminton courts and facilities at the Center. All bookings must be confirmed at arrival. The bookings can be made by either telephoning or emailing the Center's reception or in person. All fees, where applicable, must be paid before use of the relevant courts or facilities. No-show fees, as informed by the Center, will be charged where cancellation is not received by the Center by at least 24 hours prior to the booked time, where the facility cannot be booked to other participants.
8. All coaching is controlled by BBC and should be arranged with its knowledge and consent. Coaching is undertaken by qualified coaches appointed by the Center and no other coaching is permitted unless advance permission is gained from the BBC management.
9. BBC reserves the right at any time without prior notice to set aside facilities for tournaments, exhibitions and other social activities.
10. BBC cannot be held responsible for any service or equipment not being available for whatever reason. BBC reserves the right to make alterations to the type of facilities provided, without notice and in its absolute discretion and the Center shall not be liable for any loss occasioned by such alterations except in so far as such loss is by law incapable of exclusion.
11. Participants are not allowed to bring any outside food and drinks to the BBC facility. Anyone who violates this policy will have to dispose the outside food or drinks immediately or be required to leave BBC premises immediately without refund.
12. Only food or drinks purchased at the BBC snack bar are allowed but must all be consumed in the designated areas within the facility. ABSOLUTELY no food or drinks are allowed on the badminton courts.
13. BBC pro shop merchandises and services and sold "as-is" without any warranty.
14. BBC does not allow smoking, gum chewing, animals or weapons in the facility. Anyone found to be violating this policy will be required to leave the BBC premises immediately without refund any may be barred from entering the BBC premises in the future.
15. Children under the age of 12 must be under adult supervision at all times. Children over the age of 7 may not enter changing rooms or other areas reserved for the opposite sex, regardless of whether they are accompanied by an adult.
16. BBC is not responsible for any lost or stolen items. Items left on the premise will be kept for up to 7 days and donated to charity if not claimed.
17. Participants should not use any piece of the gym equipment without prior instruction. Participants should ask BBC staff on how to use new or unfamiliar equipment.
18. Participants must at all times observe BBC's by-laws and guidelines which may be notified to them from time to time and requested to comply with any reasonable directions which the management may issue to ensure the smooth operation of the Center for the convenience of participants.

### PERSONAL CONDUCT

1. Participants are subject to the control and guidance of BBC staff, and must follow their instructions while in the facility. Participants agree to conduct themselves in a quiet and well-mannered fashion when in the Center and not cause any disturbances or interfere with the safe use or enjoyment of the Center by other participants.
2. The development and use of appropriate language is promoted. Obscene language, gestures, swearing, profanity, blasphemy, and other offensive behavior any kind is not allowed. Harassment is forbidden.
3. Participants shall not conduct, purchase or subscribe to any commercial business or activity on Center premises or solicit other participants for any reason without the Center's prior written consent. Under no circumstances shall participants interfere with the Center's conduct of its business. Any complaints, other than those of an emergency nature or requiring immediate attention by the BBC staff, shall be made directly to the management in private.

### DRESS CODE

1. Participants are requested to wear suitable sport exercise clothing while at the BBC facility. BBC management reserves the right to deny entry to the center by any person whose attire is considered by the BBC staff to be inappropriate in connection with the public image of the center attire is permitted in the center.
2. Participants must wear appropriate light colored sole (non-marking or non-black sole), in-door sports, or badminton shoes ONLY while playing on the badminton courts. No bare feet/flip flops/hiking shoes/smart casual shoes allowed on the badminton court mats. Participants found violating this policy will have to leave the BBC premises immediately and will not be entitled to any refund.

### HEALTH CONCERNS

1. Participants should consult with their physician before using our services and facilities. Participants must understand and acknowledge that BBC staff has no expertise in diagnosing, examining or treating any medical condition.
2. Participants agree that they will not use the BBC facility with any medical condition including infections, maladies or inability to maintain personal hygiene, if such condition poses a direct health or safety of other Participants, and agree they will use the facility in accordance with all applicable public health requirements. BBC management reserves the right, however, to make the final determination in this regard.

### WAIVER AND RELEASE

Participants agree that by engaging in any physical in any physical exercise, class or activity, or by using any Center equipment or facility on the premises, the participants do so at their own risk. This includes, without limitation, the use of the equipment, locker room, showers, parking area, or sidewalk and their participation in any activity, class, program or instruction now or in the near future made available. Participants agree that they are voluntarily taking part in these activities and use of the facility and assume all risk of injury, or the contraction of any illness or medical condition that might result thereof of any damage, loss or theft of any personal property. Participants agree to release and discharge BBC, all affiliates, employees, agents, representatives, successors and assigns from any and all claims or causes of action (known or unknown) arising out of BBC's negligence. **PARTICIPANTS ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, THEY HEREBY WAIVE ANY RIGHT THAT THEY MAY HAVE, BY OR ON BEHALF OF THEIR SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST US FOR OUR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY THE PARTICIPANTS, THEIR SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE EQUIPMENT, FACILITIES OR SERVICES WE PROVIDE AS DESCRIBED IN THIS PARAGRAPH, OR ON ACCOUNT OF ANY ILLNESS OR ACCIDENT, OR DAMAGE TO OR LOSS OF THEIR PERSONAL**

I have read this Term and Condition Agreement, fully and understand the terms.

Participant's Signature: \_\_\_\_\_

Membership Number: \_\_\_\_\_

Participants Name (Printed): \_\_\_\_\_

Date of Signature: \_\_\_\_\_