

# Vernon Pickleball ' Association (VPA)

# **POLICIES AND RULES**

#### PLEASE READ THESE POLICIES AND RULES CAREFULLY

By voluntarily submitting your information to VPA, you, the Member or Guest, acknowledge that you have read, understand, and agree to these Policies when you are on the premises of VPA.

You are expected to review, and must comply with, these Policies at all times. If you violate any of these Policies your membership, access, and/or event participation may be suspended or terminated (subject to a review or hearing of the Board of Directors.)

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# Proper Conduct

We strive to uphold a fun, social, safe, and family-oriented friendly environment, and always expect proper and respectful conduct on our premises. All players and guests must conduct themselves in a manner that exhibits good sportsmanship.

- Use of abusive or foul language is not allowed.
- Throwing of racquet/paddle is not allowed.
- Demeaning individuals is not allowed.

Anyone who commits such behavior will be asked to immediately stop such behavior and/or leave the premises at the discretion of VPA operations or Director.

# **Court Reservations**

You must reserve pickleball courts in advance via our website, <a href="https://www.vernonpickleball.com/">https://www.vernonpickleball.com/</a>

Courts may be reserved up to 8 days in advance. Courts have been designated for booking by Members or Non-members (fewer court bookings) and cannot be booked outside of that designation. Three (3) days in advance of the session time, **any court** which is not booked may be booked by either a Member or a Non-member.

# Block Booking Manager (BBM) accounts

Block Booking Managers may book a minimum of (2) and a maximum of 6 courts. A BBM is responsible for any unauthorized player fees charged. A BBM can only use their account to book block bookings and not for their own personal use. A BBM account holder may only book for one session block per week. Abuse of this privilege could lead to revocation of the BBM status.

# **Cancellation Policy**

All cancellations must be made by canceling your own court booking in the Jegy system. We will not credit your account for any reason unless cancelled through the Jegy system.

# Member sign in cards

Members will be provided with a Member card to swipe in/check-in. Member cards can be replaced if lost or destroyed, at a cost of \$20, paid via club credits. If a member card ceases to function VPA will assess the card and if it is malfunctioning for reasons other than abuse, it will be replaced at no cost to the member.

### Signing in

All players must swipe in/check in when they come to play at the courts. This allows us to keep track of registrants and is your proof that you attended your booked session. Failure to swipe in/check in will be considered a "no show." \*

# **Refund Policy**

- **Court Booking**: No refund will be issued unless the court is cancelled prior to 2 hours before the session on the Jegy booking system. All refunds are by playing credits only. No credit card refunds. The player who booked must cancel the court or calendar sign up themselves in the system. DO NOT REPLY to the automatic email that confirms your court/play the morning of play. This is an automated system and will not cancel your court/play. You will still be charged.
  - Exception: Illness on the day of scheduled play will be dealt with on an individual basis.
  - In extenuating circumstances, if you have to cancel a calendar sign up within two hours of the session, please contact either the host or <u>VPAOperations6801@gmail.com</u>; cell: 250-938-8802

\*In fairness to other members, 3 'No Shows' in a 3-month period, either for a court booking or for a calendar signup will result in booking capability being blocked for a period of one month for the first offence and increasing by a month for continuing offences to three months. Continuing offences past this point will be dealt with on an individual basis by the Board.

- **Monthly pass**: No refund after the first day of the month for which the pass was bought. All refunds are by playing credits only. No credit card refunds. Monthly passes are non-transferrable and cannot be shared with others for booking privileges or court access.
- **Annual membership:** Memberships are generally non-refundable and nontransferrable. In the case of a medical exemption, the member may keep their membership or a refund will be prorated to the end of the year and the member's name will go to the bottom of the waiting list.

# Illness, Sickness, Disease, or Infection

If you have any symptoms associated with, or you may have been exposed to a person with a communicable, contagious or otherwise transferrable or transmissible illness, sickness, disease, or infection, or you otherwise pose a health risk to others, on account of such status, you may not engage in, and will immediately remove yourself from VPA's premises.

Public Health Mandates: The VPA will adhere to public health mandates to protect its members and guests.

# Proper Attire

Appropriate athletic attire is required to play. Clean court shoes must be worn when playing pickleball on the playing surface or courts. Safety glasses are highly recommended.

# <u>Food</u>

You may NOT bring any food, gum, candy or drinks onto the pickleball courts—with the sole exception of water or sports drinks.

# Cell Phones and Other Mobile Devices

Cellular phones and other mobile devices may not be used in photographic or video mode in any rest room. Please use common courtesy when using mobile devices in other areas of the facility.

#### **Injuries**

If you are injured while on the premises, please seek immediate assistance from a VPA staff member, who can provide or arrange for appropriate medical assistance and complete an incident report. VPA is not responsible for, nor will be liable for reimbursement of medical costs, including, but not limited to charges a member or guest may incur for emergency response services, ambulance, etc., in the case of a medical event or emergency that occurs in our facility, or, at our events.

#### No Drugs or Alcohol

You may not use, smell of, possess, or sell any illegal drug. You may not use our courts, services or programs while under the influence of illegal drugs or alcohol. You should not use, or should stop using, any court, service or program if your prescription medication adversely impacts or influences your ability to safely use our courts or participate in our programming.

#### No Smoking

You may not smoke, chew or use any tobacco, marijuana, or electronic cigarette products on VPA's premises including within 15m/50 ft of any entrance/exit.

# Fragrance Free Zone

We are a fragrance-free complex. Scented products can aggravate health problems for some people, especially those with asthma, allergies, and other medical conditions making it hard to breathe. Please be aware of scented personal care products (shampoos/conditioners, body lotion, etc.) that could cause issues for people and avoid wearing them. Continued heavy use of fragrances, after being warned, could lead to being asked to leave the premises.

# Facility Closure or Access Restrictions

We reserve the right to close or restrict access, without advance notice, to any area of, or the entire premises of VPA, for any reason, including but not limited to closures or restrictions related to tournaments and events, construction, remodeling, repair, or maintenance (whether planned or unplanned) or for health or safety reasons, including but not limited to weather, natural disasters, power outages, and medical issues.

# Property Damage, Theft, Loss, etc.

VPA and its employees and agents shall not be liable for any damage to property of its members or guests by theft or otherwise.

# Damage to VPA Facility

You may not damage the VPA facility in any way, including but not limited to any damage to, or theft of, towels, supplies, or other facility property. If you or your child/ward damages, or causes damage to the center, you are liable and must pay for the damage caused, and your VPA privileges may be terminated at the discretion of the VPA Board.

# **Borrowing Paddles**

VPA will lend a player a demo paddle based on availability. The player must also leave their license or VPA membership card which will be returned when the loaned paddle is given back in no worse condition other than ordinary wear and tear. Balls are not provided by the club for court booking reservations or calendar sign-up programs.

# **Bullying and Harassment**

Bullying or harassment of any kind will not be tolerated at the VPA. Any player deemed to have initiated inappropriate conduct such as bullying or harassment towards any other member at the Club or the Community will be subject to a disciplinary decision made by the Board on their continuance of membership. Disciplinary action may be taken depending on the conduct of the member, up to and including suspension or expulsion from the Club.

Any individual who feels they have been bullied or harassed by another member of the Club or non-member should bring such concern(s) in writing to the attention of the Complaints

and Concern Committee and the committee will discuss the concern(s) and determine a resolution.

# **Complaints and Concerns**

All complaints must be made in writing addressed to the Complaints and Concern Committee and signed by the person making the complaint. The Committee shall review all complaints and concerns, and will make a decision, which shall be final and binding to everyone concerned. The complaint shall be considered anonymous to the degree possible unless an investigation is required to bring the parties together. All complaints are considered confidential unless authorized by the complainant to make it public to the VPA membership only.

# **Disciplinary Procedures**

Should the conduct of any member, guest, or visitor give concern to a VPA staff member, either by observation or by intimation, VPA may take whatever action it deems fit to rectify the situation in terms of warning, suspension or expulsion from VPA, without the return of any monies already paid to VPA. The decision of management shall be final and VPA shall not be liable for any such decision.

# Photography and Video

Professional photography on the premises is not allowed without the advance written approval of VPA. Personal photography is only allowed in public areas of the facility. No photography or cameras of any kind are allowed in any locker room or rest room.

By your continued use of VPA's premises and services, including participation on the courts, you irrevocably consent to and grant VPA the exclusive, worldwide, perpetual, royalty free and otherwise unlimited right to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, and repurpose the images for any purpose in any media or form of communication, without additional consent and without compensation, including but not limited to VPA commercial and promotional use on its social media sites.

# VPA's Wireless Network

By accessing VPA's wireless network, you agree not to use the wireless network to transmit any material that violates any applicable laws, rules or regulations or to defame, harm or threaten or attempt to harm other persons, businesses or other entities. You also agree not to use our wireless network to transmit any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of VPA or any third party. You agree not to violate the security or integrity of our wireless network or to use our network to violate the security or integrity of any other network. Any such acts may result in the termination of your membership and your ability to access our premises as well as criminal and civil liabilities. Use of this wireless connection is entirely at your risk and VPA disclaims all liability for loss of confidential information or damages resulting from that loss. We make no promises, representations or warranties of any kind concerning the suitability or security of this service and specifically disclaim all warranties of fitness for a particular purpose of security. The wireless service is provided "As Is." By using the wireless service, you agree to indemnify VPA, its officers, employees and agents against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained arising out of your use of the wireless service and agree that in no event will we be liable for any damages, including but not limited to any direct, indirect, incidental, special or consequential damages arising out of or in connection with your use of, or inability to use, the wireless service. We may block access or terminate the wireless service at any time and for any reason and assume no liability for doing so. We may record information about your usage of our network and may use or disclose such information, when appropriate, to comply with the law or to protect the rights, property, or safety of VPA.



Violation of these rules will be brought before the Board of Directors for appropriate action and may result in a warning, temporary membership suspension, or membership cancellation with the refusal of entry to the courts.

On occasion, revisions to this document will be made in accordance with the current Board of Directors, or by the recommendation of membership at large.