



Visitor and Member Policies

These policies are established by **The Rock Sports Park** to protect the facilities and to promote the health, safety, welfare and enjoyment of the visitors, members, their families and guests and all other persons using the facilities. The Rock Sports Park is committed to providing all members with an enjoyable experience. To uphold these expectations, members and guests are encouraged to act in a manner consistent with good taste. The Rock Sports Park may amend these policies from time to time.

General Policies

- Visitors, members and their guests shall abide by all policies of the facility as they may be amended from time to time.
- The facility shall be open on the days and during the hours as established by The Rock Sports Park. Areas of the facility may also be closed for scheduled maintenance and repairs. The Rock Sports Park reserves the right to close the facility to hold promotional events and tournaments.
- Alcoholic beverages will not be served or sold, nor be permitted or consumed, at The Rock Sports Park in any manner prohibited by law. The Rock Sports park reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
- All food or beverages consumed at the facility must be furnished by The Rock Sports Park unless otherwise permitted. Visitors are responsible for disposing of garbage and recyclables in the proper receptacles. Coolers are not allowed.
- Commercial advertisements shall not be posted or circulated in the facility, nor shall solicitations of any kind be made at The Rock Sports Park without written permission. Other than as permitted in writing, no petition shall be originated, solicited, circulated or posted on the property.
- Visitors, members and their guests should not request special personal services from employees of The Rock Sports Park who are on duty or the personal use of the facility's furnishings or equipment which are not ordinarily available for use by members.
- Dogs or other pets (with the exception of a Seeing Eye Dog) are not permitted at The Rock Sports Park.
- All complaints, criticisms or suggestions of any kind relating to any of the operations of the facility or its employees must be in writing, signed and addressed to the General Manager.
- Visitors, members and guests may not abuse any employees of The Rock Sports Park, verbally or otherwise. All service employees of The Rock Sports Park are under the supervision of general manager, and no visitor, member or guest shall reprimand or discipline any employee, nor request an employee to leave the facility for any reason. Any employee not rendering courteous and prompt service should be reported to management immediately.

- Self parking is permitted in areas identified as such. No parking will be allowed on turfed areas, the spectator ledges, or the fitness trails at any time. All parking signs must be observed. Violators may be towed at the owner's expense.
- Smoking is not permitted at The Rock Sports Park.
- Absolutely no fireworks are permitted anywhere on property or adjacent areas.
- Firearms and all other weapons of any kind are not permitted on the property at any time.
- Use of the facility may be restricted or reserved from time to time by The Rock Sports Park.

Violation of any of these rules and regulations in a manner prejudicial to the best interests of The Rock Sports Park will subject the person in violation to disciplinary action which could include termination of membership by The Rock Sports Park in accordance with the policies.

The personnel of The Rock Sports Park will have full authority to enforce these policies and any infractions will be reported to the management of the facility.

In no event shall the facility or its members discriminate against any individual because of the individual's race, color, religion, sex, national origin, sexual orientation, age, disability or marital status.

Membership Cards

The Rock Sports Park issues a membership card to the member eligible for membership privileges. Membership cards may include the member's name, account number and category of membership. Membership cards will only be issued upon payment of dues by the member.

A membership card may not be used by anyone other than the person to whom it is issued.

In the event of a lost or stolen membership card, The Rock Sports Park must be notified immediately. The card will be cancelled and a new card will be issued. Until notification of card loss or theft is received in writing by The Rock Sports Park, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by The Rock Sports Park shall be charged for lost or stolen membership cards.

Membership Dues and Charges

Members' dues will be billed at the start of the membership, unless otherwise determined by The Rock Sports Park.

Accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of the monthly statement. Past due amounts will accrue late fees until paid in full.

Mailing Addresses

Each member and visitor shall be responsible for filing with The Rock Sports Park, in writing, his or her email address and mailing address and any changes thereto, where the member wishes all notices and invoices to be sent. In the absence of this information on file, any mailings may, with the same effect described above, be addressed as the general manager may think is most likely to cause prompt delivery.

The Rock Sports Park must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive notices, bulletins, and any other communications, and a violation of these rules and regulations.

The Rock Sports Park
24 Old Black Meadow Road • Chester, NY • 10918
Tel: 845.469.9507 • Fax: 845.469.6742
www.therocksportspark.com • info@therocksportspark.com

Membership Correspondence

Complaints or suggestions concerning the management, service or operation of The Rock Sports Park should be in writing, signed by the member and addressed to the General Manager. Errors in billing charges should be directed to the attention of Accounting.

Services and Activities

The Rock Sports Park provides a variety of recreational events in which all visitors and members are encouraged to participate.

The Rock Sports Park encourages the use of facilities by visitors and members for private functions on any day or evening, provided it does not interfere with the normal operation of the facility or with services regularly available to members. Visitors and members are requested to make reservations with the control desk and/or programming director for available dates and arrangements.

Private functions are permitted at The Rock Sports Park only with prior permission. The individual sponsoring the function shall assume full responsibility for the conduct of guests and removal of any décor. The sponsor of the function shall be responsible for any damage the facility and for the payment of any charges not paid by the individuals attending the private function.

Special events and functions may be scheduled from time to time at the discretion of The Rock Sports Park.

Discipline

Visitors and members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by The Rock Sports Park to be likely to endanger the welfare, safety, harmony or good reputation of The Rock Sports Park or its members or otherwise improper, may be reprimanded, fined, suspended or expelled from The Rock Sports Park and have all privileges associated with the membership suspended or terminated. The Rock Sports Park shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: failure to meet eligibility for membership, submitting false information on the application for membership, allowing his or her membership card to be used by another person, failing to pay any amount owed The Rock Sports Park in a proper and timely manner, failing to abide by the rules and regulations as set forth herein and as established by The Rock Sports Park from time to time, abusing facility personnel or employees, or acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members of the facility.

The Rock Sports Park may restrict or suspend some or all of a member's family members and/or guest's privileges. No member may on account of any restriction or suspension be entitled to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

Reservations and Cancellations

Reservations are required for most activities and events at The Rock Sports Park and shall be accepted on a first come, first served basis by pre-registering along with a deposit or payment. Cancellations are required **(24) hours in advance of the class, lessons, rentals, and any events offered by The Rock Sports Park.**

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Failure to notify The Rock Sports Park of a cancellation may result in the visitor's or member's account being charged the required fees for such function and/or the loss of any deposit placed on the event.

Cancellations for team practices require 5 days notice in order for the programming director to fill the space. If you cancel within 5 days, the programming director will try to fill the space with the waiting list. If the space cannot be filled you will be responsible for payment of the space rented.

Group class and camp registration policy:

All group class and camp registrations are non-refundable. Payment is necessary to secure a registered spot in any group class or camp. We do not offer refunds or credits if a class or camp day is missed. Each session we offer has the proper staffing required for the enrollment. If the number of players changes for a particular day, this does not alter the staffing that has been scheduled for an event. We do not offer make-up classes as this alters the instructor to player ratio.

Cancellations by The Rock Sports Park due to weather conditions:

The Rock Sports Park reserves the right to cancel or call early dismissal for any event that may be impacted due to weather conditions. If The Rock Sports Park makes a change to any schedule, you must contact The Rock Sports Park regarding any changes. If an entire day of an event is cancelled you will receive a The Rock Sports Park credit for that day for the value of that day. Credit is valid for one year from the date of the cancelled program.

Birthday party deposits:

Deposits for birthday parties are non-refundable. The balance due for the party may be paid on the day of the party.

Children

- Childcare is not provided by The Rock Sports Park.
- Members are responsible for the conduct and safety of their children when at the facility.
- Parents must remain at the facility at all times when child is in The Rock Sports Park.
- Parents are responsible for changing diapers and changing child's garments in the event of an accident or spill.
- The hours of operation are subject to change at any time depending upon member demand.

Proper Use of Programming Areas

Members and guests acknowledge that you are physically able to engage in any activity, program or training provided and agree that all exercises and use of this facility are undertaken at your sole risk. You also agree to accept full responsibility for all personal belongings.

Proper clothing and hygiene

- Appropriate athletic shoes only. No street shoes, boots or sandals are allowed in the workout areas.
- Shorts, sweat pants, tee shirts, tank tops and spandex accessories may be worn if deemed appropriate by management.
- Clean workout clothing is required. The management will address unsatisfactory hygiene conditions and corrective action may be required.
- Please keep all valuables at home. Again, we are not responsible for any lost or stolen items.
- Please avoid the use of heavy perfume or cologne.
- There will be no hanging on the nets or fences.

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- No food or gum is permitted on the turf or in the hitting and pitching tunnels. Only water bottles with lids.
- Small children must be accompanied by an adult.
- Rubber or tennis shoes only throughout the park including the turf fields. No Metal spikes may be worn on the outdoor turf fields.
- Helmets must be worn at all times in batting cages.
- Drinks in batting cage area must remain outside of the cages.
- The consumption of seeds is not allowed on the turf or in the dugout areas.

Equipment and cardiovascular areas

- Please be courteous at all times.
- Allow others to work during your rest periods.
- Keep hands and feet away from all moving parts and weight stacks.
- Do not attempt to repair or adjust any equipment that has malfunctioned.
- Report any equipment problem immediately to the staff.
- Use your workout towel or gym wipe to wipe off equipment and benches after each use.
- If you are unfamiliar with the use of any equipment, please ask a staff member for assistance.
- Children under the age of 12 are not allowed in any of the weight or cardiovascular areas unless accompanied by parent.

Turf Field

- You must be a member or have a reservation to enter the turf field
- NO FOOD OR DRINKS
- NO EQUIPMENT BAGS / please leave in hallway against the walls
- NO MOVING NETS (IN / OUT)
- NO SPITTING / no sunflower seeds
- NO CHEWING GUM OR TOBACCO
- No climbing or hanging on walls or nets
- The Rock Sports Park is not responsible for lost or damaged personal property
- NO PETS / ANIMALS on property, except in the case of Seeing Eye Dogs
- NO GLASS CONTAINERS
- NO SMOKING
- The Rock Sports Park RESERVES THE RIGHT TO POSTPONE, DELAY, OR CANCEL ANY EVENT AT THE FACILITY DUE TO UNSAFE PLAYING CONDITIONS, INCLEMENT WEATHER, LIGHTNING, OR GENERAL PRECAUTIONARY MEASURES TO PRESERVE PLAYING SURFACES & MAINTAIN A SAFE ENVIRONMENT.
- The Rock Sports Park is NOT RESPONSIBLE FOR BATTED OR THROWN BALLS OR BATS ON THE FACILITY GROUNDS. PATRONS MUST BE AWARE OF THEIR SURROUNDINGS AT ALL TIMES.

Front Foyer

- NO BOUNCING OR THROWING of any type of balls in the entry foyer or hallways.
- NO BAT SWINGING outside of the tunnels and designated turf areas
- NO RUNNING, SKATE BOARDING, ROLLER SKATING in the building.
- EVERYONE entering the building must sign in and register at the front control desk.

The Fitness Trail

- Please be courteous to other runners and walkers at all times.

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- Allow others to work in during your rest periods.
- No more than 10 minutes on any piece of equipment
- No skateboarding, rollerblades or bicycles on the fitness trails.

First Aid

The Rock Sports Park will be able to provide basic first aid and determine the severity of any injuries. Ice will be available at the concession building. In case of a serious injury players will be sent to Arden Hill Hospital, located in Goshen, NY.

AGREEMENT AND RELEASE OF LIABILITY

You acknowledge that using the facilities at The Rock Sports Park involves the risk of injury to you (each member) and to your guests, weather you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, including death.

In consideration of your participation in activities of offered, you understand and voluntarily accept this risk of injury and agree that The Rock Sports Park, its officers, directors, employees, volunteers, agents and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, and any loss or theft of any personal property, any economic loss or any damage to you, your spouse, your minor children and any unborn child, your guests or relatives resulting from the active or passive negligence of The Rock Sports Park or anyone on The Rock Sports Park's behalf or anyone using the facilities whether related to exercise or not. Your assumption of risk includes, without limitation, your use of any exercise equipment (mechanical or otherwise), the locker room, bathrooms, sidewalk, walkways, parking lot, stairs, turf fields, dugouts, lobby areas, pro-shop, batting cages, pitching lanes, spectator ledge(s), the Fitness Trail(s), and any equipment in the facility. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment of facilities which may malfunction or break, (b) The Rock Sports Park's improper maintenance of any exercise equipment or facilities, (c) The Rock Sports Park's negligent instruction or supervision, including personal training, (d) The Rock Sports Park's inadequate security or staffing; and (e) you slipping and falling while on the facility or any portion of the premises for any reason, including The Rock Sports Park's negligent inspection or maintenance of its facility. By execution of this agreement, you hereby agree to indemnify and hold the harmless to The Rock Sports Park and our affiliates, employees, agents, representatives, successors, and assigns from any loss, liability, damage, r cost you may incur due to your presence at The Rock Sports Park. Your further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CLUB FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE; AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I have read and agree to be bound by the terms of this Membership Agreement, including the Membership Terms and Conditions on the reverse side hereof, and I acknowledge that a complete comp of this Membership Agreement was provided to Member when the Membership Agreement was signed. I further acknowledge receipt of and agree to be bound by The Rock Sports Park Visitor and Member Policies.

(Please print clearly and sign below)

Player's Name: _____ D.O.B. _____

Parent's Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Signature (Parent/Guardian if player under the age of 18)

Date

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