

# ONTARIO RECREATION & COMMUNITY SERVICES

## Community Center Membership Application

### ACCOUNT HOLDER (HEAD OF HOUSEHOLD)

Last Name		First Name		Date of Birth
Home Phone		Address		Pronouns
Cell Phone	Email Address		Gender	
		<input type="checkbox"/> Male	<input type="checkbox"/> Female	<input type="checkbox"/> Non-Binary <input type="checkbox"/> Prefer Not to Say

### EMERGENCY CONTACT INFORMATION

Full Name	Contact Phone	Relationship	Email Address
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### HOUSEHOLD MEMBERS

**1**

Last Name		First Name		Date of Birth
Cell Phone		Email Address		
Gender	Pronouns	Allergies / Medications		

**2**

Last Name		First Name		Date of Birth
Cell Phone		Email Address		
Gender	Pronouns	Allergies / Medications		

**3**

Last Name		First Name		Date of Birth
Cell Phone		Email Address		
Gender	Pronouns	Allergies / Medications		

**4**

Last Name		First Name		Date of Birth
Cell Phone		Email Address		
Gender	Pronouns	Allergies / Medications		

**5**

Last Name		First Name		Date of Birth
Cell Phone		Email Address		
Gender	Pronouns	Allergies / Medications		



## LIABILITY WAIVER, HOLD HARMLESS, AND ASSUMPTION OF RISK

I give my permission for the above-listed person to participate in the above-listed activity ("Activity") being sponsored by the City of Ontario ("City"). I certify that the participant(s) is/are in good health and do not have any communicable diseases or illnesses, including COVID-19. I/We understand that participation in the Activity exposes me/us to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. I/We acknowledge we voluntarily are participating in this Activity and assume such risk.

The novel coronavirus, COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, many governments and health agencies have recommended at various times social distancing and prohibited the congregation of groups of people. Although the City may follow applicable COVID-19 safety protocols, I understand that there is no guarantee that I will not become infected with COVID-19 by participating in the Activity and that my participation in the Activity may increase my risk of contracting COVID-19. By signing below, I acknowledge the contagious nature of COVID-19 and other communicable diseases and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 by participating in the Activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I, for myself, my heirs, administrators, executors, distributees, guardians, legal representatives, and assigns hereby waive, release, and discharge any and all claims or right to claims, and agree not to sue for damages for any legal or equitable remedies, including but not limited to bodily injury or damage or loss of personal property which may have, or which may hereafter occur to me as a result of my/his/her/their participation in said Activity. This release is intended to discharge in advance the promoters, sponsors, employees, officials, and any involved municipalities or other public entities and each of their officials, officers, employees, volunteers, and agents (the "Releasees") from and against any and all legal or equitable liabilities which may arise out of the active or passive negligence or carelessness on the part of the Releasees. I/We understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

This release includes any unknown claims related to my/his/her/their participation in said Activity and I/We hereby expressly waive any and all rights that I/We have under California Civil Code Section 1542. Section 1542 of the California Civil Code provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I/We, for myself, my administrators, executors, distributees, guardians, legal representatives, heirs, and assigns, hereby agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees from any and all claims, demands, actions or suits, in law or in equity, damages, injuries, or losses, including attorneys' fees, arising out of or in connection with my/his/her/their participation in said Activity.

Additionally, the above registered participant(s) give permission to the City to be photographed or videotaped, and to use such photos or videos in the promotion of City sponsored events.

I HAVE CAREFULLY READ THIS WAIVER, HOLD HARMLESS, AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT OF MY OWN FREE WILL.

Participant Name

Parent / Guardian Name (for participants under the age of 18)

Signature

Date

## TERMS OF MEMBERSHIP

### ENTRY

- Members, household members and any guests in their party will abide by the Community Centers Code of Conduct and will comply with all the rules and regulations given by Recreation & Community Services staff or City of Ontario Personnel.
- All members must check-in at the Front Counter upon entering the Community Centers.

### MEMBERSHIPS

- All individuals entering the Community Center must complete a Membership Application. Minors must have a legal guardian complete Membership Application.
- Anyone over the age of 18 not present during the membership application submittal must sign the liability waiver. Memberships must be renewed annually.
- Membership holders are responsible for notifying Recreation & Community Services staff of any household address, phone, or email change.
- Recreation & Community Services communication may come in the form of e-mails, phone calls and addressed letters. By signing below, you authorize the Recreation & Community Services Department to send email communications to the email address you provided.
- The Recreation & Community Services Director reserves the right to amend and/or waive these terms and conditions as the Director deems necessary.

### FOOD AND BEVERAGES

- Outside food may be brought into the Community Center. Warming up of food is not permitted.
- Food is permitted in designated rooms. No food or drinks are permitted in gymnasiums and rooms with carpet or hardwood floors. Water is permitted.

### REGISTRATION

- Members interested in participating in classes/activities offered by the Recreation & Community Services Department must register online or in-person.
- Credit/debit cards are the only acceptable form of payment at all community centers.
- Armstrong Community Center is the only community center that accepts all forms of payment. No digital or apple pay payments are permissible.

### MEMBERSHIP INCLUDES

- Access to the following centers and amenities:

	Fitness Room	Open Indoor Gymnasium	Game Room	Pickleball Equip. Rental	Recreation Swim
<b>Armstrong Community Center</b> 1265 S. Palmetto Avenue					
<b>Anthony Muñoz Community Center</b> 1240 W. 4th Street					✓
<b>De Anza Community &amp; Teen Center</b> 1405 S. Fern Avenue	✓	✓	✓	✓	
<b>Dorothy A. Quesada Community Center</b> 1010 S. Bon View Avenue	✓		✓		✓
<b>Ontario Senior Center</b> 225 E. B Street	✓		✓		
<b>Veterans Memorial Community Center</b> 1259 E. D Street					
<b>Westwind Community Center</b> 2455 E. Riverside Drive	✓	✓	✓		✓

## CODE OF CONDUCT

THE CITY OF ONTARIO SUPPORTS THE RIGHTS OF COMMUNITY MEMBERS TO USE THE CITY'S COMMUNITY CENTERS ACTIVELY AND TO PARTICIPATE IN PROGRAMS AND ACTIVITIES. THIS CODE OF CONDUCT GOVERNS THE USE OF ALL ONTARIO COMMUNITY CENTERS. THE PURPOSE OF THE CODE IS TO ENSURE THAT ALL COMMUNITY MEMBERS HAVE ACCESS TO USE THE FACILITY IN A PEACEFUL AND SAFE ATMOSPHERE. COMMUNITY CENTER STAFF ARE AUTHORIZED TO STOP ANY ACTIVITY WHICH THEY CONSIDER VIOLATES THIS CODE OF CONDUCT, INCLUDING, BUT NOT LIMITED TO, ANY ACTIVITY HARMFUL TO THE SAFETY AND WELL-BEING OF COMMUNITY MEMBERS AND STAFF OR THE OPERATIONS AND ACTUAL FACILITY OF ANY ONTARIO COMMUNITY CENTER. ALL COMMUNITY MEMBERS MUST REGISTER WITH THE RECREATION & COMMUNITY SERVICES DEPARTMENT BEFORE ENGAGING IN ANY ACTIVITY OR PROGRAM OFFERED AT COMMUNITY CENTERS.

### COVID-19 DISCLAIMER AND CODE OF CONDUCT

If at any time, the Recreation & Community Services Department cannot create or maintain a safe in-person event or if any federal, state, or local restrictions prevent us from hosting an in-person event, the Recreation & Community Services Department will cancel the in-person component while continuing to offer quality alternative programming.

### **A COMMUNITY MEMBER ENGAGED IN THE FOLLOWING BEHAVIORS WILL BE ASKED TO STOP THE BEHAVIOR, AND MAY BE ASKED TO LEAVE THE COMMUNITY CENTER:**

- Fighting or threatening harm to another community member or staff
- Being under the influence of drugs and or alcohol
- Behaving in a loud, disruptive, boisterous manner or engaging in conversations that create excessive noise. This includes sexual, racial, or ethnic harassment through comments, words, gestures, or disruption of programs.
- Stealing, vandalizing, damaging, or defacing City property or other community members' belongings
- Wearing clothing adorned with sexually suggestive slogans, profanity, lewd pictures, or identifiable with any gang
- Failing to maintain control over personal belongings, blocking or interfering with free passage or creating a hazard, or bringing bicycles, large backpacks, carts, and other bulky items into the community center without approval
- Plugging a device into electric/network communications outlets without approval
- Sleeping in the Community Center
- Bringing in animals other than certified assistive animal
- Misuse of community center furniture or equipment
- Making use of the restrooms for any purpose for which they were not intended
- Entering or remaining in the Community Center barefoot or shirtless, or with poor bodily hygiene, per California Penal Code 370

### **Community Members are expected to:**

- Function on their own or with the assistance of a chaperone. Children under seven years old must be supervised by a parent, guardian, or another adult family member
- Be respectful to others
- Observe all state and local laws, policies, ordinances, and regulations
- Follow policies regarding food and drink in designated areas
- Follow the posted guidelines for the use of public computers
- Be fully clothed when entering and participating at community centers

Minors who cannot follow the code of conduct and safely supervise themselves may be asked to bring a parent or guardian for future visits.

THE ONTARIO SENIOR CENTER IS DESIGNED AND PROGRAMMED FOR ACTIVE ADULTS AGES 50 AND UP. OCCASIONALLY, COMMUNITY MEMBERS UNDER THE AGE OF 50 WILL BE ALLOWED TO ATTEND SPECIAL PROGRAMMING, INCLUDING CHILDREN UNDER THE AGE OF 18, IF ACCOMPANIED BY AN ADULT.

Failure to comply with the Code of Conduct of the Ontario Recreation & Community Services Department may result in suspension of privileges and/or temporary or permanent expulsion from Ontario Community Centers, in accordance with Section 5-32.04 of the Ontario Municipal Code. The Ontario Recreation & Community Services Department Expulsion Policy provides for a limited right of review or appeal of decisions made by staff under these rules. See the Expulsion Policy for details, which is incorporated as part of this Code of Conduct.

Adopted by the Recreation & Parks Commission, February 28, 2022