

Operator:	Friends of Lopez Island Pool, dba Lopez Swim Center
Address:	70 Pool Lane, Lopez Island, WA 98261
Date of Agreement:	The date on which this Agreement is accepted by the Member
Description of Services:	Access to aquatic facilities, swim programs, and related activities offered by the Lopez Swim Center, subject to posted schedules and facility rules
Contract Duration:	Based on the membership type selected by the Member at the time of purchase (e.g., daily, monthly, annual, or prepaid term)
Fees and Charges:	Membership fees, dues, and any applicable charges are as selected by the Member at the time of purchase and as displayed during registration

Membership Agreement & Terms of Use

This Membership Agreement ("Agreement") is entered into between the Lopez Swim Center and the undersigned Member.

This Agreement is subject to the laws of the State of Washington. Membership provides a revocable, non-transferable license to access and use the facilities and program of the Lopez Swim Center, a private, nonprofit aquatic facility operated by Friends of Lopez Island Pool, dba Lopez Swim Center. This Membership Agreement constitutes a contract for the provision of health studio services under Washington law.

1. Membership Privileges

Membership grants the Member a revocable, non-transferable license to access and use the Lopez Swim Center facilities, programs, and activities made available to members, subject to current operating hours, posted rules, safety requirements, membership category limitations, and facility availability.

Programs, amenities, schedules, classes, operating hours, and facility access may change from time to time at the discretion of the Lopez Swim Center.

Access to specific pools, lanes, classes, programs, and amenities may be limited due to scheduling, occupancy, staffing, maintenance, safety requirements, regulatory requirements, or other operational needs. At times, access to the facility or certain areas may be temporarily restricted when occupancy limits are reached. Membership provides access to the Swim Center but does not guarantee immediate, uninterrupted, or exclusive access to any specific pool, lane, class, program, or facility amenity.

2. Seasonal Operations and Weather Conditions

The LOPEZ SWIM CENTER reserves the right to modify programs, services, hours of operation, and facility access as necessary for safe and effective operation.

The facility may temporarily close or restrict access to any area for reasons including but not limited to:

- Maintenance or repairs
- Cleaning or sanitation
- Health and safety concerns
- Private events or reservations
- Weather or operational conditions

Temporary closures or limited access do not affect membership dues. Membership dues are not based on frequency of use and are not reduced due to temporary closures or schedule changes.

3. Membership Term & Payments

Membership dues are payable based on the duration and type of membership purchased and will be automatically charged to the payment method on file unless otherwise arranged.

Members are responsible for maintaining a valid payment method for any active recurring membership.

The Lopez Swim Center reserves the right to:

- Retry failed payments
- Apply applicable service or processing fees
- Suspend facility access until any outstanding balance is resolved

Membership dues may be adjusted periodically. Members will receive at least 30 days written notice prior to any change in membership rates.

Membership does not create any obligation for future payments beyond the current billing period.

4. Membership Cancellation & Refund Policy

Members may cancel their membership at any time by providing written notice to the Lopez Swim Center. *Refund eligibility varies by membership type as outlined below.* Refunds will be provided as required under applicable Washington law. Memberships are non-transferable.

The Lopez Swim Center may, at its discretion, consider exceptions, credits, extensions, or refunds in cases involving medical issues or other extraordinary circumstances.

Registration fees (Membership Fee): Except as otherwise required by Washington law, registration fees are non-refundable.

NONREFUNDABLE AMOUNT:

I UNDERSTAND THAT I HAVE PAID OR AM OBLIGATED TO PAY {fee varies depending upon membership} AS A REGISTRATION / MEMBERSHIP FEE, AND THAT UNDER NO CIRCUMSTANCES IS ANY PORTION OF THIS AMOUNT REFUNDABLE EXCEPT AS OTHERWISE REQUIRED BY WASHINGTON LAW.

Refunds by Membership Type:

A. Annual Membership (Prepaid)

Annual prepaid memberships may be canceled at any time.

- Refunds may be issued on a prorated basis for the unused portion of the membership term.
- Refunds are calculated from the date written cancellation notice is received.
- Any non-refundable registration fees, processing fees, previously applied discounts, or outstanding balances may be deducted from the refund amount.
- Refunds will be returned within thirty (30) days as required by applicable law

The Swim Center reserves the right to apply the applicable monthly membership rate when calculating prorated refunds for partially used annual memberships.

B. Annual Membership (Monthly Automatic Payments)

This membership includes a 12-month commitment paid through automatic monthly payments.

- Members may cancel at any time.
- Cancellation stops future monthly billing.
- The member remains responsible for any unpaid charges incurred prior to the cancellation date.
- Because membership access is provided month-to-month as payments are made, refunds are generally not issued for prior monthly payments already processed.
- If cancellation occurs after a monthly payment has been processed, membership access will continue through the end of the paid billing period.

C. Summer Seasonal Membership

Summer prepaid memberships may be canceled at any time.

- Refunds may be issued on a prorated basis for the unused portion of the membership term.
- Refunds are calculated from the date written cancellation notice is received.
- Any non-refundable registration fees, processing fees, previously applied discounts, or outstanding balances may be deducted from the refund amount.
- Refunds will be returned within thirty (30) days.

The Swim Center reserves the right to apply the applicable monthly membership rate when calculating prorated refunds for partially used summer memberships

D. Monthly Month-to-Month Membership

Month-to-month memberships may be canceled at any time.

- Cancellation stops future billing.
- Membership access continues through the end of the current paid billing cycle.
- Partial-month refunds are not issued once a monthly billing period has begun.

E. Weekly Memberships

- Weekly memberships are non-refundable once activated.
- If the Swim Center closes operations for an extended period or special circumstances arise, the Swim Center may, at its discretion, issue partial credits or refunds.

F. Daily Memberships

- Daily memberships are non-refundable once purchased or activated.

G. Program Fees and Special Events

Unless otherwise stated:

- program registrations,
- swim lessons,
- special events,
- camps,
- clinics,
- and reservation-based activities

may have separate cancellation and refund policies.

H. Medical or Extraordinary Circumstances

The Lopez Swim Center may consider exceptions or partial refunds for medical issues, relocation, military deployment, or other extraordinary circumstances at its discretion.

BUYER'S RIGHT TO CANCEL

If you wish to cancel this contract without penalty, you may cancel it by delivering, mailing or emailing written notice to the Lopez Swim Center. The notice must state that you do not wish to be bound by this contract and must be delivered or mailed before midnight of the third business day after you sign this contract.

The notice must be delivered, mailed, or emailed to:

**Lopez Swim Center
70 Pool Lane / PO Box 453
Lopez Island, WA 98261
Membership@lopezislandpool.org**

If you cancel within the three days, the Lopez Swim Center will return to you within thirty days all amounts you have paid. Except as otherwise required by Washington law, registration fees are nonrefundable.

Cancellation will terminate future membership access and any recurring billing obligations in accordance with the Member's selected membership type and the Swim Center's current refund policy.

5. Membership Suspension or Freeze

Memberships may be placed on hold, upon request for temporary circumstances. Members may request one (1) hold per calendar year for up to three (3) months. Additional or extended holds may

be granted for medical reasons with appropriate documentation. Recurring membership dues will pause during the hold period and resume automatically at the end of the hold period unless the membership has been canceled.

6. Facility Rules & Member Conduct

All members and guests must follow facility rules and staff instructions.

The LOPEZ SWIM CENTER reserves the right to suspend or terminate membership privileges for violations including:

- Unsafe behavior
- Harassment or disrespect toward staff or patrons
- Property damage or theft
- Intoxication or impairment
- Failure to follow posted rules

No refunds will be issued if membership is suspended or terminated due to rule violations, except as required by applicable law.

7. Youth Supervision Policy

Children and teens are welcome at Lopez Swim Center, with supervision requirements based on age and swimming independence.

- Children ages 5 and under require direct supervision with a parent guardian or responsible adult to remain within arm's reach at all times.
- Children ages 6–13 may use the facility with a parent, guardian, or responsible adult age 18 or older remaining within the Swim Center facility and immediately available at all times.
- Teens ages 14–17 may use the facility independently with a signed parent/guardian waiver, completed forms, and successful completion of any required swim assessment. Independent access is a privilege and may be restricted if safety or behavior concerns arise.
- Non-swimmers and youth requiring flotation devices must have a parent, guardian, or responsible adult within arm's reach while in the water.

All youth participants are expected to follow staff directions and facility rules to help maintain a safe and welcoming environment for everyone. See our website for the full Youth Access, Supervision & Independent Use Policy; all members are also required to sign this policy.

8. Photography and Video

The Lopez Swim Center may photograph or record activities, programs, events, and participants for promotional, educational, historical, fundraising, operational, and community engagement purposes. Images may be used in newsletters, social media, websites, annual reports, fundraising materials, media releases, and other Swim Center communications.

Photography and recording are never permitted in locker rooms, restrooms, or changing areas.

Photo Opt-Out: If you do not authorize the Lopez Swim Center to use photographs or video images of yourself and/or my minor children in Swim Center promotional or communication materials, please email Membership@LopezIslandPool.org with the name of individuals covered by opt-out and include your membership ID if possible. The Swim Center will make reasonable efforts to honor this request but cannot guarantee exclusion from every group photograph, public event image, or third-party media coverage.

9. Lost and Found

The Lopez Swim Center collects lost items daily. Valuable items will be held for one month. Unclaimed items may be donated after this period. The Lopez Swim Center is not responsible for lost or stolen property.

10. Financial Responsibility

The primary member is responsible for all membership fees and charges associated with their account and any individuals included in their membership account. Membership does not confer ownership or equity interest in the Lopez Swim Center. Membership cards or accounts may not be shared or transferred.

11. Severability

If any provision of this Agreement is determined to be unlawful, unenforceable, or void, such determination shall not effect the lawfulness, enforceability, or effect of any other provision of this Agreement.

SIGNATURE

Name: _____

Signature: _____

Date: _____

If signing for a minor, I represent that I am the minor's parent or legal guardian and agree to this Agreement on the minor's behalf.