

SANDVENTURE MEMBERSHIP TERMS AND CONDITIONS

TERMINATION OF MEMBERSHIP: Memberships may be canceled within three business days of purchase. A \$5 service fee will be charged. After the initial three days of membership, refunds will not be issued. If I stop using my membership, the City shall have no obligation to refund to me or anyone any portion of the fee I have paid.

TERMINATION OF MEMBERSHIP BY CITY: I agree that the City may terminate my membership, with or without cause, at any time by providing written notice. If the City terminates my membership, it will refund the portion of my fee attributable to the period of time after the effective date of termination.

PERMISSION TO USE NAMES/IMAGES: Periodically, the City of Shakopee will take pictures or videotapes of participants while they are engaged in programs or while enjoying parks and other facilities. These photos may appear in city brochures, city website and publications.

RELEASE OF LIABILITY: As lawful consideration for use of SandVenture Aquatic Park, I agree that the City of Shakopee shall be held harmless and exempt from liability for any injury or disability that I or other members listed above might incur as the result of use of the SandVenture Aquatic Park due to the passive or active negligence of the City, its agents, employees, elected officials or volunteers. This release of liability of the City of Shakopee does not include any injuries that I or the members listed above incur as the result of willful, wanton, or intentional misconduct by the City of Shakopee, its agents, employees, elected officials or volunteers.

RULES AND REGULATIONS: I agree that my membership and use of SandVenture Aquatic Park facilities, equipment and services is subject to all SandVenture Aquatic Park rules and regulations, as amended and supplemented from time to time, whether posted at SandVenture Aquatic Park facilities, distributed to, or informed by SandVenture Aquatic Park staff. The use of any SandVenture Aquatic Park facilities, equipment, or service may be curtailed or denied whenever a member of the SandVenture Aquatic Park staff, in his or her discretion, believes the use might be detrimental to health or well-being.

1. Age Requirements

Children 10 and younger must be under the direct supervision of an individual 16 or over. Any individual 5 and under, as well as those who cannot swim, must have direct in-water supervision.

2. Use Policies

- No coolers or outside food (except water) allowed inside the pool enclosure.
- Only US Coast Guard approved lifejackets allowed. No inner tubes, life rafts, or other flotation devices allowed. All lifejackets must be of proper size, undamaged, and properly secured, and the individual must be within arm's reach of a responsible adult at all times.
- Must be at least 48" to ride the large slide. No goggles, riding double, or catching others allowed on the large yellow or drop slides.

Shakopee SandVenture Aquatic Park Zero-Tolerance Policy

The respect and safety and of our guests and staff is required from all facility users. Shakopee SandVenture Aquatic Park will not tolerate certain behavior. Guests who conduct behavior outlined below will be immediately excluded from the facility:

- Fighting
- Profanity
- Alcohol, tobacco, or substance use.
- Rowdy, disruptive, or disrespectful behavior
- Theft or vandalism
- Gang signing/wearing of colors
- Possession or use of weapons of any kind
- Behavior that requires a second warning
- Verbal abuse of patrons or staff

If a guest is excluded for the above behavior, Shakopee Parks and Recreation will review the incident and determine if an extended exclusion is warranted. The length of any such exclusion is the sole decision of Shakopee Parks and Recreation.

ADJUSTMENT OF FEES AND HOURS OF OPERATION: The City reserves the right, in its sole discretion, to increase or decrease membership fees at any time and to offer corporate discounts and other incentives. The City further reserves the right to initiate, change and/or eliminate SandVenture Aquatic Park facilities, equipment, services and programs, and to change hours of operation.

PERSONAL PROPERTY: The City is not responsible for the loss or theft of or damage to, any personal property.

MISCELLANEOUS: I agree: 1) Membership is non-transferable; 2) this agreement shall be construed and enforced in accordance with the laws of Minnesota; and 3) if any term or provision of this agreement is found to be invalid or unenforceable, the remainder of this agreement shall still be valid and enforced to the full extent permitted by law. 4) There is a \$30.00 fee charged to you for any closed accounts or insufficient funds.

CHECK IN: Members will be required to check in with their key tag at the front counter. If key tag is lost, a new key tag must be obtained for a fee of \$5.