



Terms & Conditions

Effective March 15, 2017

Samena Swim & Recreation Club Terms and Conditions

Please read the following terms and conditions relating to the use of these websites carefully. By using these websites, users of the websites or legal guardian of minor users (“you”) are agreeing to these terms and conditions of use. Samena Swim and Recreation Club (“Samena”) reserves the right to modify them at any time. By using these websites after Samena posts any change to these terms and conditions, you agree to accept those changes. We will notify all users of any changes by announcing the change on the websites. These Terms and Conditions will remain in effect as long as you are a user of the websites, and in the event of termination of membership, service, or program usage, you will still be bound to these Terms and Conditions. By using the websites, you agree that you are at least 13 years of age or, if under the age of 13, your parent has consented to your use of the websites, complying with the Children’s Online Privacy Protections Act of 1998 (COPPA). These Terms and Conditions are governed by the laws of the United States of American and the laws of the State of Washington. If you do not meet this requirement, or you do not agree with all of the terms and conditions within these Terms and Conditions, you must stop using the websites immediately.

These terms and conditions contain a binding arbitration clause and class action waiver that impact your rights about how to resolve disputes. If you live in the United States, please read it carefully. These Terms and Conditions will remain in force and effect as long as you are a user of the websites, and in the event of termination of membership, service, or program usage (“services”), you will still be bound by your obligations under these Terms and Conditions.

Registration

Users may read, browse, or view the content of the websites without registering, but in order to utilize certain aspects of the websites, you may be required to register with Samena by providing personal contact and financial information, and selecting a username and password (“registration”). You are responsible for keeping your registration information confidential. You shall not select or use as your registration a name of another person with the intent to impersonate that person or use as your registration a name that is offensive, vulgar, or obscene.

You shall be responsible for all uses of your registration, whether or not authorized by you. You must notify Samena immediately of any unauthorized use of your registration or account. You are responsible for updating any personal registration information (phone number, email, address, etc) and to ensure that it is accurate, current, and complete. Providing incorrect or untrue information can result in the suspension or termination of your account and refusal of current or future services.

Purchasing on the Website

In order to purchase Samena services, you will be required to supply certain information as applicable to your purchase (“transaction”). You agree to pay all charges incurred by you or any users of your account and credit card. Registration for Samena services are subject to certain policies (cancellation, etc) and limitations (age groups, availability, etc). Please read the program’s specific policies and information, as well as our general Cancellation Policies before completing your transaction. Payment will be required at the time of registration, excepting services that cost \$0.00 or accept deposits are part of the pricing structure.

If we are unable to verify information you provide during registration or are unable to authenticate credit card or bank information, your registrations may be cancelled, we may refuse to honor all pending and future purchases made on such account, and your use of the websites may be prohibited.

Disclaimer

The materials on these websites are for informational purposes only and not for the purpose of providing medical advice. Samena does not make any representations concerning any treatment or action by any person following the information provided in these websites. You should consult with your physician with respect to advice applicable to your particular situation or medical condition. Samena will not be liable for any direct, indirect, consequential, or other damages that may result, including but not limited to, economic loss, injury, illness, or death.

The materials on these websites are also “as is” and “as available”, without warranties of any kind. The ability of Samena to provide services is dependent upon the internet, which may not be available at all times. Samena cannot guarantee that your use of the websites will be uninterrupted, error-free, that defects will be corrected, the websites will meet your requirements, the all information that may be obtained from the use of the websites will be correct, or the quality of the websites or services will meet your expectations. Please contact info@samena.com if there is any incorrect information or error on these websites. You acknowledge that you are responsible for obtaining and maintaining all equipment needed to access and utilize the websites. You will be solely responsible for any damage to your computer system or loss of data that may result from the download of any material from third party sites.

Limitation of Liability

In consideration of permission to use, today and on all future dates, these websites, you release, waive, discharge, and covenant not to sue Samena, its directors, officers, employees, volunteers, independent contractors, and agents from liability from any and all claims arising from the use of these websites, including the participation of you and your family in Samena services, programs, classes, observation, and all other activities.

To the greatest extent permitted by law, you expressly acknowledge and agree that Samena nor any of its affiliates, directors, officers, employees, volunteers, independent contractors, and agents are or will be responsible or liable to you or to any third party for any indirect, incidental, consequential, exemplary, punitive or other damages (including, without limitation, damages for loss of business, loss of data or lost profits), under any negligence, strict liability or other theory arising out of or relating in any way to these websites and/or materials contained on these websites, and any service purchased through these websites.

This waiver applies to personal injury including death, from accidents or illnesses arising from participating in Club services, including, but not limited to, organized activities, classes, observation, and individual use of facilities, premises, or equipment, and any and all claims resulting from the damage to, loss of, or theft of property.

Physical activity, which you may experience during a Samena service, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Club has facilities for and provides activities such as weight lifting, walking, jogging and running, aerobic exercises, tennis, and swimming. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, and others involved sustained physical activity which places stress on the cardiovascular system. Some of these activities may also include the involvement of third parties, such as instructors, Member or Non-Members using the facilities, or other service participants, the behavior and actions of some of whom may be out of the control of Samena. The specific risks vary from one activity to another, but in each activity the risks range from: (1) minor injuries, such as scratches, bruises, and sprains, to (2) major injuries, such as loss of sight, joint or back injuries, concussions, and heart attacks, to (3) catastrophic injuries including paralysis and death.

By registering for Samena services, you acknowledge that you know the nature of the activities at the Club and its services, you understand the demands of those activities relative to your physical condition and skill level, and you appreciate the type of injuries which may occur as a result of activities made possible by the Club. You assert that your participation is voluntary and you knowingly assume all risks.

Indemnity

You agree to indemnify, defend, and hold Samena and their employees, contractors, consultants, and other representatives harmless from and against any and all claims, damages, losses, costs, obligations, and any other expenses that arise from your breach of these Terms and Conditions, any content and materials, your use of materials or features available on these websites, or violation by your of applicable law or agreement with a third party to which you are subject. You agree to pay all costs and attorney's fees incurred by the Club in investigating and defending a claim or suit if my claim is withdrawn, or to the extent a court or arbitration determines that the Club is not responsible for any injury or loss.

Arbitration Agreement

Any dispute or claim relating in any way to your use of Samena, samena.com or to any products or services offered by Samena or through www.samena.com will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Conditions of Use as a court would.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Copyrighted Materials

The information, materials, and other objects provided on these websites, including data, text, designs, graphics, images and photographs, illustrations, video clips, and icons ("materials") are owned exclusively by Samena. The materials on these websites are accessible by you to inform or educate you about services offered by Samena. You may only use these materials for your personal, non-commercial use. You acknowledge that you do not acquire ownership by using these websites or materials.

Privacy Policy

Samena is committed to protecting your privacy and urges you to review our Privacy Policy, located as a link on the footer of these websites.

Questions

If you have any questions, comments, or complaints regarding these Terms and Conditions, feel free to contact us at info@samena.com.