

Wireless Network Terms of Use

Paul Stock Aquatic and Recreation Center, City of Cody, WY — 2014

Acceptance of Terms

By accessing this wireless network (SSID: *CodyRecCenter*), you acknowledge that you are of legal age and that you have read, understood, and agree to be bound by the terms of this agreement and all rights and responsibilities described herein.

This agreement applies to each device that connects to the network, effective at the initial date and time of connection and expiring one year following, at which point you will be required to re-agree to these terms and conditions to connect to the network.

Availability of Service

The wireless network service is provided by the Shoshone Recreation District and managed at the discretion of the City of Cody. Your access to the network may be suspended or terminated at any time for any reason.

Access to the network is provided free of charge to all paying members and guests of the Paul Stock Aquatic and Recreation Center. No non-paying parties are permitted to use the network. You agree to not share the password to access the wireless network with anyone who is not a paying member or guest.

The wireless network is provided "as is" without warranties of any kind, either expressed or implied. Access points for the wireless network are located throughout the building to accommodate the main areas of activity, but connectivity and network operation is not guaranteed in all areas.

Internet Accessibility

The Shoshone Recreation District and the City of Cody do not routinely monitor Internet activity; however, both entities reserve the right to do so if need arises. Either entity may also block, filter, or restrict any content or traffic that is illegal or negatively interferes with another user's ability to access the network.

You acknowledge that accessing the Internet through the wireless network may result in encountering obscene, offensive, or inaccurate information. Further, you acknowledge that you may expose your device to viruses or other malicious software when using the network. Neither the Shoshone Recreation District nor the City of Cody is liable for any result of content encountered on the Internet.

Usage Responsibilities

To use this wireless network, you must provide all equipment (i.e., hardware, software) needed to connect. You acknowledge that it is solely your responsibility to secure the data on your device, as no security or antivirus measures are enforced on the wireless network.

Acceptable Use

You acknowledge that you must comply with all local, state, federal, and international laws and regulations and that you assume legal responsibility for your Internet activity when using the wireless network. This includes, but is not limited to, compliance with intellectual property and copyright laws.

You understand and agree that the Shoshone Recreation District and/or the City of Cody may disclose your communications and activities using the wireless network in response to legal requests by governmental authorities or law enforcement agencies.

Usage Violations

You agree to *not* use the wireless network to:

1. Transmit (by uploading, downloading, emailing, etc.) any content deemed unlawful, malicious, harassing, obscene, defamatory, racially hateful, or content that constitutes a clear and present danger or fighting words.
2. Transmit (by uploading, downloading, emailing, etc.) any content you do not have the rights to make available (e.g., copyrighted information, proprietary information, personally information, etc.).
3. Transmit (by uploading, downloading, emailing, etc.) any content that contains malware, viruses, or any software designed to limit, interrupt, or destroy functionality of any computer system.
4. Attempt to impersonate any person or entity or manipulate identifying information (i.e., IP address, MAC address, etc.).
5. Intentionally or unintentionally violate any local, state, federal, or international law or regulation.
6. Harass an individual or attempt to collect personal data about third parties without their acknowledgement or consent.

Support

Problems accessing and/or using the wireless network are to be reported by calling the City of Cody's Information Technology Division at (307) 527-7511 or by emailing support@cityofcody-wy.gov.

Limitation of Liability

THE SHOSHONE RECREATION DISTRICT, THE CITY OF CODY, THEIR EMPLOYEES, VENDORS, AND LICENSORS ARE NOT LIABLE FOR ANY DAMAGES OR COSTS ARISING—EITHER DIRECTLY OR INDIRECTLY—FROM YOUR USE OF THE WIRELESS NETWORK OR THE INTERNET, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

NOTHING IN THIS “WIRELESS NETWORK TERMS OF USE” SHALL BE CONTRUED AS A WAIVER OF THE CITY OF CODY’S GOVERNMENTAL IMMUNITY UNDER WYOMING LAW, AND THE CITY OF CODY SPECIFICALLY RESERVES THE RIGHT TO ASSERT IMMUNITY AS A DEFENSE TO ANY ACTION ARISING FROM YOUR USE OF THE WIRELESS NETWORK.