

# Riverdale Fitness Centre

## MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

### Riverdale Recreation Commission

Your use of the fitness centre is governed by the terms and conditions listed in this Agreement.

**1. DEFINITIONS:** In this Agreement: (i) the customer listed above and/or who signs below is referred to as “you”, “your” and “yourself”; (ii) we, our legal representatives, successors and assigns are collectively referred to as “we”, “our”, and “us”; (iii) the fitness centres operated by us under the name “Riverdale Fitness Centre” (iv) the “Release Form” shall mean the Waiver and Release signed in conjunction with this Agreement; (v) “Agreement” shall mean, collectively, this membership Agreement and the Release Form; (vi) “membership” shall refer to the rights of membership given to you under this Agreement; and (vii) “Minimum Term” shall mean the Minimum Term in months shown on the face of this Agreement, such term not to exceed 12 months.

**2. MEMBERSHIP TYPE:** Your membership rights are determined by the membership type that you choose. Unless otherwise indicated, membership includes the following core services: (i) access, during regular hours of operation, time period specified for your membership type, (ii) use of most cardiovascular machines, weight training machines and free weights, and all other equipment and machines in the Fitness Centre.

**3. ADMINISTRATION FEES:** a. Membership Fee is to be paid in full. b. NSF or returned amounts, a \$25.00 collection charge will be applied to all returned payments.

**4. CO-SIGNER:** Where this Agreement has been signed by a Co-signer and/or when membership is purchased as a gift, the Co-signer agrees, as primary debtor and not merely as guarantor or surety, to pay all amounts required to be paid to the Riverdale Recreation Commission as and when due and to otherwise perform all of the Facilities and Services User’s obligations under this Agreement. The liability of the Facilities and Services User and the Co-signer under this Agreement shall be joint and several. Co-signer must be a legal guardian/parent over age 30 for User below age 18 years of age.

**5. FACILITY ACCESS:** a. Access fob to be purchased at time of membership; paid in full. b. In the event access fob is lost, member will have to purchase replacement fob. c. Access fob is programmed for entry during hours of operation and membership type/length. Failure to comply to the term and conditions of this agreement will result in deactivation of access fob. d. Access is to Riverdale Fitness Centre amenities only. e. At no time is a Riverdale Fitness Centre member to allow a non-member to use their fob or access the Fitness Facility. This will result in immediate suspension of membership. f. No one under the age of 12 years allowed in the fitness centre. g. **Members 13 to 15 years of age are required to have adult supervision while using the fitness facility.**

**6. MEMBER CHANGE ROOMS:** a. Riverdale Fitness Centre does not have private change rooms designed for use. b. Men's Change room; located in the referee change room, when not in use by Hockey Officials c. Women's Change room; located in Female Change room, when not in use by Female Hockey Players/coaches/officials. d. Main floor washrooms are open and available.

**7. PERSONAL CONDUCT:** (a) You agree to abide by the rules and regulations of membership as determined by Riverdale Fitness Centre, which is posted in the fitness centre. (b) You agree that while you participate in services and facilities your conduct will be such that it presents no danger to other members or staff, and does not interfere with the quiet enjoyment of the other members or staff, or disrupt the staff in performing their duties.

**8. POLICIES, FACILITIES AND PROGRAMS:** From time to time, we may introduce new programs, available to members for an additional fee, make reasonable changes to the days and hours of operation or publish and amend policies and regulations.

**9. PRIVACY:** Riverdale Fitness Centre collects your personal information primarily for the purpose of providing you with the services and / or the facilities contemplated under this Agreement. Riverdale Fitness Centre may contact you about your membership account.

**10. REPRESENTATION:** You represent and warrant to us that (a) all information supplied by you in this Agreement is true and (b) you are in good health and have no medical condition that will prevent you from engaging in exercise or that will increase your risk of injury or harm should you engage in exercise. We recommend that you consult with your physician before under-taking any exercise program.

**11. MEMBER RIGHT OF CANCELLATION:** You have the right to cancel membership contract for a full refund if you give Riverdale Fitness Centre written notice or in person, within seven days (excluding holidays) of when you signed your contract.

**12. RIVERDALE FITNESS CENTRE RIGHT OF CANCELLATION:** Riverdale Fitness Centre may cancel this membership at any time, for any reason, upon giving you not less than 30 days prior written notice mailed to the postal address or sent to the email address specified, or such address as may be subsequently notified to us by you. Should Riverdale Fitness Centre, other than in circumstances contemplated under Section 10, cancel this membership during the Minimum Term, a pro-rated portion of any dues or Enrollment Fees will be refunded.

**13. GENERAL:** a. The Release Form shall form part of this Agreement and shall be read and construed together with this Agreement. Riverdale Fitness Centre may, from time to time, update the Release Form, and you may be required to sign the current Release Form as a condition to you continuing to use our facilities and services. b. You acknowledge that this Agreement, the Release Form and other forms completed at the same time as this Agreement, constitute the entire Agreement between you and us regarding your membership, and that, other than as contained in this Agreement, neither we nor any of our representatives or employees have made any express or implied representations or warranties to induce you to enter into this Agreement (including, without limitation, that our programs, facilities, or advice have been or are approved by any medical authority). c. Other than as expressly provided herein, neither you nor we may change this Agreement unless such changes are agreed to in writing signed by both you and us. d. The obligations of the Facilities and Services User and any Co-signer under this Agreement are personal and may not be assigned or transferred except as provided hereunder.

Riverdale Fitness Centre may assign all or any part of its rights and obligations under this Agreement to another person or company.

### **ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT**

#### **PLEASE READ CAREFULLY.**

By signing this document, I am waiving certain legal rights, including the right to sue or claim compensation from Riverdale Fitness Centre, Riverdale Recreation Commission and Riverdale Municipality.

**ASSUMPTION OF RISK AND INFORMED CONSENT** I am joining the Riverdale Fitness Centre to engage in physical activity and exercise, including weight training and the use of Riverdale Fitness Centre facilities, equipment and services. I acknowledge and agree that this Agreement covers every activity I may participate in at Riverdale Fitness Centre and any facilities, equipment and services that I may use either inside or outside the Riverdale Fitness Centre facility. I am aware that this is potentially hazardous and involves many risks including but not limited to: heart attacks; strokes; physical injuries; property damage; and NEGLIGENCE ON THE PART OF THE RIVERDALE FITNESS CENTRE, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PHYSICAL ACTIVITIES AND EXERCISE AND FROM USING RIVERDALE FITNESS CENTRE FACILITIES, EQUIPMENT AND SERVICES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY LOSS RESULTING THEREFROM.

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration for accepting my application for membership and permitting my use of Riverdale Fitness Centre equipment, services and facilities, and for other good and valuable consideration, I agree:

1. to waive any and all claims that I have or may in future have against the Riverdale Fitness Centre and its directors, officers, employees, agents, members, guests and representatives (defined collectively as the "Releasees") and to release the Releasees from any and all claims and liability (except as prevented by statute) for any injury, loss, damage, cost, or relief of any kind due to any cause whatsoever, including: claims in any way connected with the Riverdale Fitness Centre facilities, equipment or services; negligence; gross negligence; vicarious liability for any other person's act or omission; or breach of any statutory or other duty of care by or on the part of the Releasees, including under the Occupiers Liability Act, C.C.S.M. c. O8 RSM 1987.
2. not make any claim against any other person or entity that may result in a claim against the Releasees and I shall hold harmless and indemnify the Releasees from any and all such claims, whether for damage to the property of or personal injury to any third party.
3. to hold harmless and indemnify the Releasees from any and all claims made against them by any person who is not a Riverdale Fitness Centre member that I invite or accompany to use any Riverdale Fitness Centre equipment, facilities or services, or to participate in Riverdale Fitness Centre activities of any kind, including claims for damage to property or personal injury.
4. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.

I have read and understand this Agreement. In signing this Agreement, I am not relying upon any oral or written representations or statements of any kind made by the Releasees other than as set forth in this Agreement. I am aware that by signing this Agreement I am waiving legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

**CLUB PROTOCOL & ETIQUETTE** Welcome to Riverdale Fitness Centre! Before you get started, read through our club protocols and expected etiquette. Protocols may change from time to time. HOURS OF OPERATION: Fitness Centre Hours are 05:00-11:00pm. During hours of operation, you may find that some times are busier than others, and it is up to you to decide when you would like to visit the club.

MY SIGNATURE BELOW CONSTITUTES MY ACKNOWLEDGMENT THAT:

I have read the above Riverdale Fitness Centre Release and Informed Consent and agree to all of its terms and conditions.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Facility Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_