

4. NCC Agreement of Release & Waiver of Liability



1. That I am participating in the Aquatic Programs, Fitness Classes, Workshops, or other Fitness Programs offered by Nutrien Civic Centre, herein referred to as the "NCC", during which I will receive information and instruction about health and fitness, including, but not limited to, strength training and lifestyle coaching. I recognize that fitness programs require physical exertion that may be strenuous and may cause physical injury, and I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the strength training program. I represent and warrant that I am sufficiently physically fit to participate in the strength training instruction offered at the NCC and I have no medical condition that would prevent my participation.
3. I, my heirs or legal representatives forever release, waive, discharge and covenant not to sue NCC for any injury or death caused by their negligence or other acts of omission.
4. In consideration of being permitted to participate in the Health & Fitness Programs, Classes, or Workshops offered by NCC, I agree to assume full responsibility for any risks, injuries or damages, known or unknown, which I might incur as a result of participating in any of the programs.
5. In consideration of being permitted to participate in the Health & Fitness Programs, Classes, or Workshops offered by NCC, I knowingly voluntarily and expressly waive any claim I may have against for any injury or damages that I may sustain as a result of participating in any of the programs.

5. NCC Membership Terms & Conditions:



Acknowledgment of Risks, Injury & Obligations :

I acknowledge that the activity I am participating in may expose me to certain risks. I acknowledge and understand that whilst participating in such activity:

- I may be injured, physically or mentally, or may become deceased.
- My personal property may be lost or damaged.
- I may be injured, become deceased, or suffer damage to my property because of the negligence or breach of contract of the NCC.
- There may be no or inadequate facilities for treatment or transport of me if I am injured.
- I assume the risk of and responsibility for any injury, death or property damage resulting from my participation in the activity

Release and Indemnity :

I participate in the activity at my sole risk and responsibility.

I release, indemnify and hold harmless NCC, its servants and agents, from and against all and any actions or claims which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

Administration :

Please familiarize yourself with the policies of the NCC as outlined below. If you have questions about any of our policies, please contact Guest Services. Failure to follow any of our policies may result in suspension of your NCC access privileges.

6. NCC General Policies



NCC General Policies :

- Your membership card is necessary to enter our facility. It ensures that our security practices are followed for staff and member safety. Membership cards and privileges are not transferable to others. If you lose your membership card, report it immediately to Guest Services. Replacement cards are subject to a fee set by management.
- Memberships are subject to automatic fee adjustments based on age categories at any time during the year. For more information on age categories please ask Guest Services.
- Recurring memberships continue to roll over unless you come into the NCC to cancel the membership.
- Changes to your account information can be done at any time. Please notify us of any changes in phone number, address or email to ensure we can notify you regarding your membership.
- Changes must be made 14 days prior to your next payment date in order to be applied to your next payment. If you change credit cards/accounts, or your credit card expires, please bring in a new void cheque or credit card.
- Members must keep their accounts in good standing. Individuals owing money may be denied entry.
- If the NCC is required to close due to weather related storms, memberships will not be financially credited for days lost.
- During times of maintenance, areas may be closed from time to time for safety. Memberships will not be financially credited. The NCC will make every effort to give two weeks' notice to members of these service interruptions.

NCC Access :

- All NCC members receive a membership card, which must be presented in order to access the facility. Membership includes access to all complimentary programs. Specialized programs may require an additional fee.
- All non-member participants will need to identify themselves at Guest Services to access the facility with proof of registration.

NCC Membership Regarding Refunds & Transfers:

- Nutrien Civic Centre Memberships & Punch Cards are Non-Transferable.
- There is no refund (full or partial) for any NCC Memberships. The only exception is if the member is unable to attend due to medical reasons. A doctor's note is required for this to be considered by NCC Management. This will be determined on a case by case basis.
- Payments - Returned / Declined payments will result in an *administration charge* and must be paid in full before building access will be granted. Please contact Management if you require special arrangements. Your membership will be cancelled if your returned payment has not been received fourteen (14) days before your next payment date. Your membership may be reinstated once payment is received in full.

NCC One Year Minimum Contracts Cancellation Fees / Policy :

- All EFT (Electronic Funds Transfer) Memberships require a credit card or bank information to be on file. If payments cannot be processed due to changing bank or credit card information not being supplied to the NCC in a timely fashion, or if the transaction is declined due to insufficient funds, you (the member) may incur the NCC's additional banking fees. If 3 (three) membership payments are declined or rejected for any reason, the EFT membership option will no longer be available to you. Month to Month, Pre-Paid 3, 6 or 12 Month options would potentially be an option, but the EFT discounted rate would no longer apply.
- All EFT (Electronic Funds Transfer) NCC Memberships require a 12 month minimum commitment. This includes all EFT memberships types (EFT Standard, EFT Pool Only, EFT Gym Only, Etc.)
- Cancelling an EFT NCC Membership before this 12 month minimum contract, will incur cancellation charges based on the duration of the membership being cancelled.
- \$20.00 (plus tax) will be charged to your account for *each month* the discounted EFT Membership was in effect.

Example Of The EFT Cancellation Policy: A new member signs up for a EFT Standard Monthly Membership contract (that has a 12 month minimum) & they cancel three months into the 12 month contract, the cancellation fee is \$60.00 plus tax for the three months they benefitted from the discounted EFT rate.

I Acknowledge & Understand The Early Cancellation NCC Policy : _____

(Signature Required)

6. NCC General Policies - *Continued*



NCC General Policies :

Lost & Found : Please report all lost items to Guest Services in person. The NCC does not accept any responsibility for lost or stolen items. We will keep all found items in storage for two weeks. Unclaimed items are donated to charity.

Limited Equipment : Drop-in group fitness classes as noted on the schedule may have limited space or equipment. You must sign-in at Guest Services.

Locker Rooms : Unless you have paid for a Locker Membership, lockers are for day-use only. If left overnight, locks will be cut, and contents will be removed and stored at lost & found. To ensure the safety of all our patrons, please remember the following Locker Room Policies: Family locker rooms are intended for families with children under 12 years of age & children must be accompanied by an adult.

Etiquette : To create an enjoyable atmosphere, we ask for your support in respecting the rights of all NCC members, volunteers and staff. Unsafe, disrespectful, or inappropriate behavior could result in removal of membership/program privileges/facility access.

We ask everyone to follow these basic etiquette guidelines :

- Please be courteous and practice good hygiene in the showers and locker rooms.
- For safety reasons, please leave jackets and bags in the locker room rather than bringing them to the gym, community room, and track and pool areas.
- We ask all parents to enforce appropriate behavior to ensure their children’s safety.

Safety & Security : Emergency procedures are in place at the NCC. In the event of an emergency, immediately contact a staff member. If the fire alarm sounds, stop all activity and wait for staff instruction. Please report any suspicious activity to NCC staff immediately.

Family Membership : A Family Membership covers up to 2 adults & 3 children 18 years and under living in the same house. Family members must be related by blood, marriage, common-law, adoption or legal guardianship to be eligible for family membership.

(Additional Children May Be Added To A Family Membership At \$10.00 Per Child, Per Month. Ask For More Information)

7. NCC Membership Agreement



**Check These
Three Boxes**



I have read the above release and waiver of liability and fully understand its contents.



I have read the above terms and conditions and fully understand its contents & have explained these terms & conditions to my family members on this contract.



I voluntarily agree to the terms and conditions stated within this contract.

Name: _____

Client Signature: _____

Date Of Signature: _____

Staff Signature: _____