



Township of Black River-Matheson
Vern Miller Memorial Community Centre
Gym Membership Application

☐ New Member

☐ Renewing Member

1. MEMBERSHIP DETAILS

Membership Start Date: ____/____/____

Expiry date: ____/____/____

Name: _____

Expiry date: ____/____/____

Expiry date: ____/____/____

Membership Type:

☐ Gym

Residency

☐ BRM Resident (Proof Req'd):

☐ Non-Resident

Membership Category:

☐ Student (ID Req'd)

☐ Senior (60 & up)

☐ Adult 18 and Up

☐ Youth (13-15)

☐ Youth (16-17)

Membership term:

☐ 3 month

☐ 6 month

☐ 12 month

☐ Days ____
(Min 5)

2. MEMBER DETAILS

Sex: ☐ Male ☐ Female

D.O.B.: ____/____/____

Age: _____

Postal Address: _____ email: _____

Telephone: (H): _____ (W): _____ (Cell): _____

Emergency Contact Name: _____ Emergency Contact Phone: _____

Have you used a gym before?

Yes

No

3. MEMBERS DECLARATION & PAYMENT DETAILS

I have read, understand and hereby agree to the terms and conditions of membership as attached to this membership form and know that it affects my legal rights. I have read and understand this Release and I am aware that by signing this agreement, I am waiving certain rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the municipality.

The collection, use and disclosure of personally identifying information submitted on this form is governed by the Municipal Act, R.S.O. 1990, C.M.56. Personally identifying information will be used by the township to facilitate registration of the applicant into the requested recreation program, to produce aggregated statistical reports and to improve recreational programs provided by the township. The township will make every reasonable effort to protect the applicant's personal information.

Signature _____

Date: ____/____/____

Parent Signature _____

Date: ____/____/____

OFFICE USE ONLY

Membership Fee \$ _____ HST \$ _____ Card Fee \$ _____ Payment Type _____

Staff Initials _____ Date: ____/____/____

Membership Number: _____

Gym Orientation Booked: Yes / No Date _____ Time: _____

Card Fee Refund Date: _____

Signature: _____

Member's Initials _____

Parent's Initials _____



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4. MEMBERSHIP TERMS & CONDITIONS

Administration

Apparel - Appropriate designated indoor footwear & a shirt must be worn and towels must be used at all times whilst in the gymnasium.

Equipment - All weights and equipment must be put back after use. Members must clean each piece of equipment using supplied cleaners after each use. Where required, members must record equipment use, and any problems encountered. Members must respect time restraint maximums for the equipment.

Courtesy - Each member must respect other gym users and behave in an appropriate manner at all times. Foul language will not be tolerated. Only personal listening devices with earphones may be used within the gym.

Fees

A membership fee applies to all members. An access card and orientation fee may also be applicable.

No claims may be made when pieces of equipment are unavailable for use due to use, maintenance / repairs, bookings, or scheduled recreational programs (ex. Circuit training class).

Memberships

Memberships are not refundable or transferable. No one under the age of thirteen years (13) will be permitted to enter the gymnasium, under any circumstances. Photo ID cards (ie student card or driver's license) must be carried and shown upon request.

Memberships have a start and an end date. Membership may be revoked at the discretion of the municipality for a period of time as deemed appropriate by the municipality. Improper use of equipment, vandalism, allowing non-members into the facility, failure to swipe membership cards, acting disrespectful are examples of reasons for revoking membership.

Orientation is mandatory for all 13-17 year old members. Access card will only be activated once orientation is completed and confirmed.

Youth aged 13-15 may obtain a membership and use **only with continuous, in-person supervision by an adult member** in good standing. The supervising adult must remain **on site and actively overseeing the youth's use of the facility at all times.**

Access Cards

Gym members are responsible for their access card. Sharing gym access with anyone will result in immediate forfeiture of membership. All members must register their attendance by swiping their access card at the door prior to entering the facility. For a fee, members can obtain a replacement card if an access card is lost or stolen. Replacement cards are available from the Twp office reception at a cost determined by the municipality. If an access card is faulty, a replacement card will be issued at no cost to the member only upon return of the original faulty card.

Members have one (1) year after expiry date to return card for a refund.

Expulsion of Members or Termination of Membership

The Corporation may expel members or may terminate the membership of any member without notice and with immediate effect if the

- 1 member's conduct is such that, in the reasonable option of the municipality, it may be injurious to the character, name or interests of the Corporation
- 2 Where any rules or conditions of the facility or membership have been broken.

A member, whose membership is terminated by the municipality, shall forfeit all privileges of membership with immediate effect without an entitlement to any claim for any refund of fees.

Hours of Operation

Hours of the facility operation may be changed at the absolute discretion of the Corporation with or without any prior notice being given to members. The Corporation however, shall endeavor to give members reasonable notice of change of hours. Any refund given as a result of a facility closure will only be made at the sole discretion of the Corporation.

Member's Initials _____
Parent's Initials _____



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5. ASSUMPTION OF RISKS, WAIVER, RELEASE & INDEMNIFICATION

Definitions:

"Resident" – An individual who pays taxes and/or resides in the boundaries of the Township of Black River-Matheson

"The Facility" - Vern Miller Memorial Community Centre

"The Releasee" or "the Municipality" - The Corporation of the Township of Black River-Matheson

Physical Health of Member

The member warrants and also represents that he/she is in good health and is not knowingly incapable of engaging in either active or passive exercise. The member further warrants that such exercise would not be detrimental to their health, safety, well-being or physical condition. It is the member's responsibility to ensure that they have discussed their exercise regime with a medical practitioner.

Acknowledgement of Risks, Injury & Obligations

I am aware that becoming involved in any program of physical exercise, and/or weight training program and using the Facility involves exercises using weights, weight equipment and cardio training equipment (the "activities"). **I am aware of the risks, dangers and hazards associated with using the Gym facility** including but not limited to mechanical failures, potential injuries, access to medical care, failure to act within one's own ability for weight training or exercises, negligence of others using the facility and exercising within an unstaffed facility. **I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.**

I am aware that the area is unsupervised and may be monitored by video surveillance.

Release and Indemnity

I participate in the activity at my sole risk and responsibility. I release, indemnify and hold harmless the Corporation of the Township of Black River-Matheson, its employees 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.

Waiver, Release and Indemnification

Inconsideration of the Municipality accepting my application for membership to the Facility, and permitting me to participate in the Activities and permitting my use of the Facility as defined herein, I **HEREBY AGREE AS FOLLOWS:**

1. Waiver of Claim – I agree to WAIVE ANY AND ALL CLAIMS THAT I MAY HAVE IN THE FUTURE AGAINST the Municipality, and its representatives, from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer resulting from either my use of, or my presence in, the facility due to any cause whatsoever, including negligence, breach of contract, negligent misrepresentation, mistakes or errors in judgment, or from injuries resulting from mechanical breakdown or failure of the equipment, or poor design or placement of any equipment, or the use of the equipment and facilities, or participation in Activities, by any other persons utilizing the Facility, or breach of any statutory or other duty of care and also including the failure on the part of the Releasee to safeguard or protect me from the risks, dangers and hazards of the Activities referred to above.

2. Indemnification – I further agree to HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my participation in the Activities or my use or presence in the Facility.

3. Agreement Binding – This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

4. Laws of Ontario – This Release shall be governed by and interpreted solely in accordance with, the laws of the Province of Ontario and no other jurisdiction. Any litigation involving the parties to the Release shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

5. No Other Representation or Statement - By entering into this Release, I am not relying upon any oral or written representations or statements made by the Releasee with respect to the safety of the activities or the equipment other than what is set forth in the Release.

Member's Initials _____

Parent's Initials _____