



### Conditions of Entry

The Member's use of the Facility and services will be governed by this Membership Agreement. The "Conditions of Entry" includes the terms and conditions listed in this Membership Agreement as well as the City of Richmond's Code of Conduct (the "Code of Conduct" The Code of Conduct is posted at each City of Richmond Community Services Facility and is available at <https://www.richmond.ca/parksrec/sports/services/conduct.htm> . Copies of can be obtained at any Community Services facility. It is the responsibility of the Member to become and remain familiar with the Conditions of Entry.

### Definitions

The "Facility" means any or all of the following facilities: Minoru Centre for Active Living, Watermania, South Arm Outdoor Pool and/or Steveston Outdoor Pool.

The "Operator" shall mean the City of Richmond, its representatives and assignees.

The "Agreement" means this Membership Agreement.

The "Member" means the person who has signed the Agreement (either the holder of the membership or the parent/legal guardian of the membership holder if they are under 18 years old).

The "Conditions of Entry" includes this Membership Agreement and the City of Richmond Code of Conduct.

First Name:	Last Name:	Barcode:
Birth Date:	Phone:	Email:
Address:	City:	Postal Code:

### Membership Terms & Payment

Membership Type:	Membership Plan (Circle One):	Effective:
Monthly Continuous	Child / Youth / Adult / Senior	
Total monthly cost of the membership (including applicable taxes):		

In the case of Monthly Continuous Memberships, the Member agrees to pay the fees outlined above by credit card on the initial purchase date or the following business day.

- Please be advised that different agreement terms and fees apply for different membership/pass options.
- In the event that the membership plan discount no longer applies, your rates will be adjusted accordingly by the Operator. Member's initials
- Monthly Continuous Memberships are continuous memberships that do not have an expiry date. The member's credit card will continue to be charged unless the membership is canceled by the member as per the Membership Cancellation Terms and Conditions outlined in this agreement. Member's initials

**Pre-Authorized Withdrawals (PAWS)**

This form allows a Community Services client to pay for their monthly continuous membership with a valid credit card.

**Location of Membership:** Minoru Centre for Active Living

**Person Paying for Membership Information – Please Print**

First Name	Last Name	Client ID
Mailing Address	City	Postal Code
Primary Phone Number	Alternate Phone Number	Email Address

**Financial Information – Default Payment Method**

<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	<input type="checkbox"/> Amex
Full Name (as it appears on the credit card) _____ Credit Card # (only last 4 digits): * ____ ____ ____ ____    Expiry Date: ____ ____ / ____ ____		

\*Note, VISA debit cards will not be accepted.

**Credit Card Authorization – Please Print**

Unless the membership is cancelled, I authorize the City of Richmond to deduct monthly payments from my credit card.

Payers Signature: _____  Date: _____
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The information on this form is kept confidential and secure. It will be destroyed after the new information is applied to your account.

**Membership Rates**

Membership rates are subject to change. If applicable, fee increases will take effect on the membership anniversary date. The Member will receive notification of a fee increase at least 30 days in advance. It is the Member’s responsibility to inform the Operator of any changes in their mailing address, credit card information and email address.

Member’s initials

**Membership Fees**

In consideration of the Operator granting the Member immediate membership, the Member shall pay the applicable membership fee. Failure on the Member’s part to take advantage of the privileges of membership shall not relieve the Member from payments due. The Continuous Membership fee will be charged to the member’s credit card on the same day of the month as the initial purchase date or the next business day.

### **Pre-Authorized Payment Options**

The Member authorizes the Operator to deduct monthly membership fees from a valid Credit Card (Visa, MasterCard or American Express). Monthly payments are charged on the same day of the month as the initial purchase date or the next business day. The Member is responsible for any financial institution charges incurred due to insufficient funds and/or an invalid card. Amounts not paid in full will be subject to the applicable Non-sufficient funds (NSF) rate.

### **Services Included**

Unless indicated otherwise, the Operator agrees to provide the following services to the Member during regular hours of operation:

- Access to the Facility; fitness equipment, drop-in fitness classes, and pools at scheduled times.  
The Operator has the right to add or take away inclusions to the membership without any notice.

## **Terms and Conditions**

### **Membership Holds**

Members on a Monthly Continuous Membership Plan may place their membership on hold up to twice per calendar year for a cumulative maximum of four (4) months. All membership privileges will be suspended during the hold period. Requests for membership holds must be submitted in writing using the form requested by the Operator at least ten (10) business days prior to the hold start date and must specify the duration of the hold period. Membership holds cannot be backdated. Membership holds requested for a medical condition preventing use of the Facility must be accompanied by a note from the medical service provider. Any requests during a hold period for an extension of the hold period will be treated as a new request for a new hold period. This hold period policy may be amended by the Operator at any time on notice to the Member.

### **Membership Cancellations**

The Member wishing to cancel their membership must submit their cancellation in person at the Facility, at least ten (10) business days prior to the requested cancellation date, or in the alternative, will be charged the equivalent of one month's membership fee at the time of cancellation. Cancellations and Holds will not be accepted by phone. Cancellation will be processed as per the cancellation date stipulated on the form on the condition that ten (10) business days' notice is received, and no outstanding balance remains on the account. A \$25.00 cancellation fee will be charged for cancellation of a Monthly Continuous Membership that has been active for less than six months. Annual Paid in Full Memberships are not eligible for refunds. A member wishing to cancel will receive a prorated refund if the Member provides the Operator written evidence of a medical condition preventing use of the Facility. The cancellation policy may be amended by the Operator at any time with 30 days' notice to the Member.

### **Membership Transfer**

The Member may not transfer a membership to another person.

### **Other Fees**

There will be a replacement fee for lost or stolen Membership cards. The Member must be in good standing with proof of identification to be eligible to have a replacement card issued. Applicable taxes will be applied.

### **Breach of the Terms of this Agreement**

The Operator may at its sole option declare this Agreement terminated and the Member shall not be entitled to claim any damages, reimbursement, compensation or remuneration of any kind in respect of such termination if the Member:

- a. fails to make any payment required by this Agreement;
- b. breaches any material term of this Agreement; or
- c. fails to adhere to the Operator's policies, procedures, or the Conditions of Entry.

### **Force Majeure:**

The Operator reserves the right to cancel, reschedule or alter Facility access in the event that conditions arise that necessitate cancellations or alterations, including, but not limited to: strikes, lockouts, fire, flood, interruption of utility service, earthquake or other "acts of God", war, terrorist acts or other events beyond the reasonable control of the Operator. In the event of such cancellation, rescheduling or alteration, the Member shall have no claim against the Operator for damages.

**Operator’s Right to Amend this Agreement**

The Operator reserves the right to amend any provision of this Agreement on 30 days’ notice to the Member.

**Disclaimer and Indemnity**

**Disclaimer:**

As a condition of the Member’s attendance at the Facility, the Member assumes all risk of personal injury, death or property loss, whether occurring prior to, during or subsequent to Member’s attendance at the Facility, resulting from any cause whatsoever, including negligence on the part of the Operator or its directors, officers, employees, volunteers, agents and contractors (the “Operator’s Personnel”). The Member agrees that the Operator and the Operator’s Personnel shall not be liable for any such personal injury, death or property loss and releases the Operator and the Operator’s Personnel and City and waives all claims with respect thereto.

**Indemnification:**

The Member shall indemnify, defend and save harmless the Operator, the Operator’s Personnel and the Facility from and against any and all losses, claims, actions, damages, liability, costs or expenses, including legal fees, on an indemnity basis, claims for personal injury or death, property damage, or any other loss or damage arising out of or caused by any breach of the terms of this Agreement and the Member’s use of the Facility.

**Entire Agreement:**

The Member acknowledges that this Agreement and any other forms completed at the same time, constitute the entire understanding between the Member and the Operator, and that no other understanding or agreement exists between the Member and the Operator, and that neither the Operator nor any of its representatives or employees have made any expressions or implied warranties or representation of any kind to induce the Member to enter into this Agreement, (including without limitation that the Operator’s programs, facilities, or advice have been or are approved by any medical authority) other than those warranties or representation set forth in this Agreement.

If any portion of this Agreement is held to be invalid, the remainder of the Agreement shall remain in full force and effect.

**Hours of Operation:**

The hours of operation may change subject to public response and requirements of the Operator. During regular hours of operation there is the potential that maximum capacity could be reached. Should this occur, the Operator retains the right to limit service.

I agree to the terms and conditions outlined in this agreement.

\_\_\_\_\_  
Signature (or parent/legal guardian signature – if for a child under 18 yrs old)

\_\_\_\_\_  
Date

**OFFICE USE ONLY**

Staff Receiving Completed Form:

Date Received: