

# **Membership Terms and Conditions**

The YMCA of the National Capital Region (Y) is a registered charity. Charitable registration number 11907 2072 RR0001.

#### **CANCELLATION POLICY**

Should you wish to cancel your membership, please visit any of our Membership locations, **allowing 30 days notice.** Your cancellation is not confirmed until you receive written acceptance from the Y. For members who pay annually, a pro-rated refund will be issued by our central accounting department in a timely manner. Please note that all outstanding payments must be paid prior to cancelling. Membership usage is not considered when calculating refunds.

This agreement has a "cooling off" period of 14 days, during which time it may be cancelled in writing with a full refund.

### **HOLD POLICY - Y MEMBERSHIP**

An administrative fee will be charged for every month your Membership is on hold for a maximum of 3 months per membership year. This fee is charged per month. All holds must be requested in writing with at least 7 days notice. Your membership and authorized monthly payments will automatically resume on the date indicated on the Account Modification Form

**MEMBERSHIP CATEGORY MODIFICATION POLICY**Your membership category can be modified, at no extra charge, when the need arises. Requests must be made in-writing. For members who pay monthly, the form must be completed no later than seven days prior to your scheduled payment date. For members who pay annually, a modification request can be placed at any time.

#### **MEMBERS' ETIQUETTE AND GUIDELINES**

Everyone's visit to the Y should be an enjoyable experience. We expect all members, volunteers and staff to treat each other and the facility with dignity in accordance to our core values - caring, respect, honesty, inclusiveness and responsibility. To help you in achieving a pleasant and safe experience please be informed of the following

- Appropriate language and behaviour is expected at all times.
- In all physical activity areas, beverages must be contained in a sealed plastic
- Appropriate athletic footwear and exercise clothing is required, when doing physical exercise.
- Please respect the scent free policy of the Y. Please be respectful when using a cell phone in Y facilities.
- No recording of any type (including photo, video, audio) is allowed while in any Y Health, Fitness and Aquatics facility or program without express permission from

#### **Dress Code:**

- The YMCA is a private, member based, recreational organization and as such reserves the right to set expectations for proper attire in our facilities. In order to respect the comfort and safety of everyone in our facility, proper workout wear is required. Athletic/closed toe shoes are required, along with comfortable tops and bottoms suitable for your fitness regime, and our family environment. Clothing that expresses any profane or discriminating messages are prohibited.

  Bathing attire in the pool includes attire used for the purpose of swimming only.
- When using the pool, all swimmers must change from street clothes to swimming attire. Swimming attire must permit individuals to participate safely in programs. T-shirts over swimsuits are permitted, however undergarments, cut offs, and thong bathing suits are not. Religious requirements will be accommodated as long as safety of self and others is not compromised. Outdoor shoes are not permitted in the shower areas or pool deck.
- All non-toilet trained children must wear swim diapers in the pool.
  The YMCA reserves the right to make final decisions on what is appropriate and
- safe. We strive to create an environment that is safe and welcoming to all.

Plates and dumbbells are to be returned to designated places or positions on

Sanitizing stations are located throughout conditioning room. Always disinfect

- equipment after use.
- Gym bags are not permitted on the floor. A small mesh bag can be used for
- personal fitness accessories.
  We all count on each other to share equipment, especially between sets.
- Exercises are to be performed in a controlled manner. Dropping of dumbbells and plates is not permitted.

# TERMINATION OF MEMBERSHIP

The Y may terminate the membership of any member:

- Without notice and with immediate effect if the member's conduct, is such that in the reasonable opinion of The Y, it may be detrimental to the character or interests of The Y, or is such that it renders the member unfit to associate with other members of the Center.
- Without notice and with immediate effect if the member has committed any breach of these terms and conditions or of the policies and procedures of the Y, as are from time to time in force. For further information of the policies and procedures please visit our website.
- Without notice if any part of the initial membership fee or the monthly membership charge which is due and payable remains unpaid 30 days after the original payment date.

A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect without claim for any refund of their initial membership fee or monthly membership charges and shall remain liable for any part of the initial membership fee which remains due and owing to The Y at the date of termination of their membership. All decisions of The Y under this clause are final and

# **CHANGES TO FEES AND MEMBERSHIP CONDITIONS**

Upon joining the Y, the member is subject to the policies and procedures of membership which may be modified from time to time, including possible changes to fees. Please consult our website for any updates to our membership policies and

Membership fees may be subject to annual increases to reflect increases in costs, this may be equivalent to the Cost Of Living / Consumer Price Index increases in Ontario.

### WAIVER OF LIABILITY

I am aware that my participation in the services and programs offered by, or associated with the Y exposes me to the risks, dangers and hazards inherent in any physical activity, including without limitation: accidents, illness, injury, malfunction of equipment or of facilities. By engaging any activities, sports, services and programs offered by, or associated with, the Y, I freely accept and fully assume all of the risks, dangers and hazards connected with, or related in any way to, my participation in same, and the possibility of personal injury, property damage, loss or even death resulting there from. I also understand that my personal property which I bring to the Y facilities or facilities that Y programs take place in, can be stolen or damaged through no fault of the Y. Accordingly, I agree to assume all risk of damage or loss arising from the loss of my personal property.

In consideration of the Y permitting me to participate in its activities, sports, services and programs, and allowing me to use its equipment, property and facilities, I agree, for myself and anyone entitled to act on my behalf, to:

- RELEASE the Y and its directors, officers, employees, agents, representatives, contractors, volunteers and successors (collectively the "Releasees") from any and all liability for any loss, damage, injury, death, property damage or expense that I may suffer or that my family may suffer in connection with, or as a result of my participation in said activities, sports, services and programs, due to any cause whatsoever including without limitation the negligence of any of the Releasees;
- WAIVER any and all claims that I have or may in future have against the Releasees, or any of them.

I also understand and agree that while participating in said activities, sports, services and programs I could cause damage or loss to other members and to other people who are at the Y facilities. In the event I cause any damage or loss, whether directly or indirectly and howsoever arising, I will Indemnify and hold harmless the Releases from and against all claims, judgments, costs and expenses (including legal fees and disbursements) relating to such damage or loss.

#### **MEMBERSHIP ACCESS POLICY**

Membership cards are required for access to Y facilities. Your membership cannot be transferred to others.

A membership number and barcode are issued to all Health, Fitness and Aquatics Members and must be scanned at the Membership Service Desk upon arrival. A photo record is required at the time of joining and is retained on our computerized membership system as means of identification. Photo ID is required at time of

The Y reserves the right to withdraw all or any part of our physical facilities for short periods of time to carry out routine maintenance and for exhibits/events. All of the Y's swimming pools are subject to a maintenance closure for a period of around three (3) weeks each year. Members will be given advance warning of these times and no refunds will apply in these circumstances provided such circumstances occur no more than 10 times in any 12 month period.

Children and Youth are governed by strict access policies to safeguard all members. They can be viewed on our website

# PROGRAM REFUNDS/CREDITS POLICY

No refunds will be issued after the first week of the program. Credits will be issued at the discretion of Management. There are no refunds for children who are asked to leave programs due to behavioral issues.

PLUS Access - Taggart Family Y (18Y+) includes a small locker at Taggart Family Y and access to PLUS facilities which includes exclusive work out area, lounge, steam room, sauna, personal amenities, refreshments and daily newspapers.

# CLASSES AND COURSES INCLUDED IN MEMBERSHIPS

In a Y Membership, unlimited fitness classes and up to two concurrent pre-registered courses are included, however only one of the concurrent pre-registered courses may be a swimming lesson (some exclusions apply).

As an upgrade, unlimited pre-registered courses can be included, however only one of the concurrent pre-registered courses may be a swimming lesson (some exclusions apply)

# **HOUSEHOLD MEMBERSHIPS**

Household Memberships consist of an initial four (4) household members residing at the same address. Additional household members can be added for an additional monthly fee. All Houshold Memberships must include one individual 18Y+. ID verification required for proof of address.

# **COUPLE MEMBERSHIPS**

Couple Memberships consist of two members residing at the same address. One member must be 18Y+. ID verification required for proof of address.

# PHYSICAL CONDITION OF MEMBER

The member warrants and represents that they are in good physical condition and that they know of no medical or other reason why they are not capable of engaging in active or passive exercise and that such exercise would not be detrimental to their health, safety, comfort or physical condition (excludes health conditions that have been brought to the attention of the Center and cleared to exercise).

The member shall not use any facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other members.

Before participating at the Y, the member must first be familiar with the equipment in the Y and if the member is not familiar it is incumbent upon the member to become familiar with the equipment either through orientation or a Personal Training session. Usage of the equipment is at their own risk.

# **PRIVACY STATEMENT**

The Y is committed to protecting personal information by following responsible information handling practices, in keeping with privacy laws. We collect and use personal data in order to better meet your service needs, to ensure the safety of our participants, for statistical purposes, to inform you about Y programs or services in which you are registered, to complete payment transactions and to satisfy government and regulatory obligations. You may also hear from us periodically about other Y programs, services and opportunities that may interest and benefit you. We do not rent, sell or trade our mailing lists.