



Membership Terms and Conditions:

Acknowledgement of Risks, Injury and Obligations

I acknowledge that the activity I am to undertake is a potentially dangerous activity and that by participating in it I am exposed to certain risks. I acknowledge and understand that whilst participating in such activity:

- I may incur injury, physically or mentally, or death.
- My personal property may be lost or damaged.
- Other persons participating in such activity may cause me injury or may damage my property.
- I may cause injury to other persons or damage their property.
- I assume all 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 the Town of Berwick, the Berwick Fitness Centre, 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 an injury, loss, damage or death caused to me or my property whether by negligence, breach of contract or in any way whatsoever.

I also agree that in the event I am injured or my personal property is damaged, I will bring no claim, legal or otherwise, against the Town of Berwick or the Berwick Fitness Centre in respect of that injury or damage.

Conditions of Membership:

1. Appropriate attire and clean indoor covered footwear must be worn at all times while on the Fitness floor.
2. After each individual use all equipment is to be wiped down with provided sanitizing spray.
3. Memberships are not refundable or transferrable. Situation of extenuating circumstances (i.e. injury inhibiting ability to utilize fitness centre) will be taken under consideration for membership extension as deemed reasonable by the Berwick Fitness Centre Manager.



4. All weights and workout equipment must be returned to the proper place after use.
5. Membership cards are for **Members only**. Shared access with a non-member will result in forfeiture of membership, effective immediately with no refund.
6. Television and radio stations are pre-set by Berwick Fitness Centre staff at an acceptable level for all to enjoy. Members are welcome to bring their personal headphones to avoid listening to communal music.
7. Members **MUST** respect other users and behave in an appropriate manner at all times. This facility operates under the **“Three strike policy”**. If members are unwilling to comply with the above conditions, staff will provide two warnings (one verbal, one written), third will result in immediate termination of membership, effective immediately with no refund.
8. The Berwick Fitness Centre reserves the right to rescind the rights of members not complying with the terms and conditions of membership.
9. An orientation to fitness equipment can be provided by Fitness Center Staff complimentary to any Fitness Center Members

Please note: Children under 12 years are not permitted in the Fitness Centre unless registered for a youth program if one is offered. Children between ages 12 to 14 years must be accompanied by an adult (18 years of age or older). Youth ages 15 and over are permitted to enter the Fitness Centre unaccompanied.

Failure to keep memberships up to date will result in the key being stopped.

Access:

1. All members must bring their membership card on each visit to the Centre.
2. All members must register their attendance by showing their card to be able to enter the Centre.
3. Members can obtain a replacement card if it is lost or stolen. Replacement cards will cost \$10.00

Signing below indicates that I have read and understood this document and acknowledge that my membership fee entitles access to the Fitness Centre and its equipment only:

Signed:.....

Date:.....



Berwick Fitness Center

Telephone: 902-538-0039

www.berwick.ca/fitness-centre