



Berwick Fitness
Centre

Membership Terms and Conditions:

Acknowledgement of Risks, Injury and Obligations _____ (initial)

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: _____ (initial)

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: _____ (initial)

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 as per BFC COVID-19 operations Plan.
3. Memberships are not refundable or transferrable.
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
10. By signing up to the automatic withdrawal you agree to commit to a minimum of six months payment plan. If you wish to cancel please notify the Supervisor with 30 days' notice. Annual renewals will continue unless otherwise requested for cancelation.
11. NSF payment notes are subject to a \$10 charge if enrolled in an automatic payment plan

Please note: 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.

Covid-19 Waiver **(initial)**

Assumption of the Risk and Waiver of Liability Relating to the Coronavirus/Covid-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, provincial, and local governments and federal and provincial health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Berwick Fitness Centre has put in place preventative measures to reduce the spread of COVID-19; however, Berwick Fitness Centre cannot guarantee that you will not become infected with COVID-19. Further, attending Berwick Fitness Centre could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending the Berwick Fitness Centre and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Berwick Fitness Centre may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Berwick Fitness Centre and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Berwick Fitness Centre. I hereby release, covenant not to sue, discharge, and hold harmless the Berwick Fitness Centre, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the

actions, omissions, or negligence of the Centre, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the Berwick Fitness Centre.

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:.....