

MEMBERSHIP TERMS & CONDITIONS
FACILITY MEMBERSHIP AND USAGE - TERMS AND CONDITIONS

The following terms and conditions govern your membership and use of the facility located at 526 Chebucto Street, Baddeck, Nova Scotia (the "Facility"). Please read these carefully.

APPLICATION AND FEES

1. In order to use the Facility, you must complete the attached application form (the "Application") and provide the Application directly to a board member of the Bras d'Or Wellness Society (the "Society") or a person or persons designated by the Society. Upon your completion of the Application, execution of this Agreement and collection of the Fees (as outlined below) you shall be granted a license to use the Facility. Should you decide to sign up for a yearly membership, you will be included as a member of the Society and be entitled to attend the Annual General Meetings and participate in governance as outlined in the Society's bylaws (the "Membership").

2. The amount you will pay for your Membership (the "Fees") shall be in accordance with the prices for the Facility as set forth in the attached Fee Schedule and such Fees shall be reflected in your Application. Your method of payment of those Fees shall be in accordance with your selections on the Application. You must notify the Society in writing should you wish to change your method of payment of the Fees.

3. THE FEES MAY BE AMENDED BY THE SOCIETY FROM TIME TO TIME UPON SIXTY (60) DAYS WRITTEN NOTICE TO YOU.

4. The method of payment you select to pay the Fees may require you to provide the Society with banking information, or by other means including the inclusion of a "void" cheque. Further, your method of payment may require you to provide the Society, and the Society's bank, with permission to debit your account. In such case, you: (a) authorize Society's bank to debit your account on behalf of the Society, using such means as a "void" cheque or credit card, and under the terms and conditions agreed to by you with the Society, until such time as written notice to the contrary is given; (b) acknowledge the delivery of your authorization to the Society constitutes delivery by you to the Society's bank where you maintain an account and that such financial institutions are not required to verify that the payments(s) are drawn in accordance with authorization; (c) agree termination of this authorization does not terminate the Agreement; (d) you warrant that all persons whose signature(s) are required to sign on the account have signed this agreement; and (e) will notify the Facility in writing of any changes to your account information or termination of your authorization at least fifteen (15) business days prior to the next pre-authorized debit; and,

5. The Society may charge you a service charge for any Fee payments returned for any reason, including, but not limited to, insufficient funds or a declined credit card. If such issue occurs, your Membership shall be suspended until your Fees are paid in full. In such case, the term of your Membership shall not be amended. If you pay via pre-authorized debit or credit card, two (2) consecutive failures by the Society to obtain payment (e.g. a returned debit) will result in the immediate termination of your membership.

6. IF YOUR MEMBERSHIP IS A MONTH-TO-MONTH MEMBERSHIP AND PAID BY YOU USING ELECTRONIC FUNDS TRANSFER OR A SIMILAR METHOD OF PAYMENT, OR IF YOU HAVE BEEN SPECIFICALLY ADVISED IN WRITING BY THE SOCIETY THAT YOUR TYPE OF MEMBERSHIP IS SUBJECT TO THIS SECTION, THEN UNLESS YOU CANCEL YOUR MEMBERSHIP IN ACCORDANCE WITH SECTION 8 OF THIS AGREEMENT, YOUR MEMBERSHIP SHALL AUTOMATICALLY RENEW FOR A PERIOD EQUAL TO THE PERIOD OF THE ORIGINAL MEMBERSHIP AND YOU SHALL BE CHARGED THE FEES IN EFFECT AT THE TIME OF RENEWAL.

7. Subject to Section 8 of this Agreement, your Fees are non-refundable and you agree that the Society has earned the Fee and that notwithstanding any voluntary withdrawal by you from the Membership, your failure to take advantage of the privileges of membership for any reason whatsoever or the cancellation, suspension or termination of your Membership or this Agreement, you shall not be, at any time, entitled to a refund of all or any part of the Fees and you shall remain liable for any part thereof not yet paid. IN ACCORDANCE WITH CONSUMER RIGHTS OF NOVA SCOTIA YOU ARE ENTITLED TO A FULL REFUND OF YOUR MEMBERSHIP PROVIDED WRITTEN NOTICE IS OBTAINED BY THE SOCIETY WITHIN 5 DAYS AFTER THE MEMBERSHIP AGREEMENT IS SIGNED AND FEES ARE PAID.

8. Should you wish to cancel your Membership, you must provide the Facility with fifteen (15) business days written notice prior to your next payment date. This may entail the completion of a form and it is your responsibility to obtain the proper form from the Facility. Cancellations are not permitted by phone. Upon the expiry of the fifteen (15) business day period, your Membership shall be cancelled effective the last day of the month in which the fifteen (15) business day period expired. You shall pay all Fees up to that last day of the term in which the fifteen (15) business day period expired. Should you have pre-paid any Fees that are outstanding after the cancellation in accordance with this section 8, those Fees shall be reimbursed to you. If you have any Fees outstanding at the time of cancellation, the Society shall collect the fees via the payment method you chose upon your Application and, if no valid payment information is on file, the Society shall invoice you for these outstanding amounts.

MEMBERSHIP KEY FOB

9. Upon obtaining Membership, you shall be provided with a Membership Key Fob (the "Key Fob"). For each time you wish to gain entry to the Facility, you shall swipe your Key Fob into a reader. Failure to present the Key Fob when requested or your failure to provide sufficient identifying information to access your account if you do not have your Key Fob available, may result in you paying a "drop-in fee" or you being refused admission to the Facility. If you lose your Key Fob or it is damaged or stolen, it must be presented to the Facility which will provide you with a new Key Fob and you shall pay a fee as directed by the Facility. The cost for the original Key FOB and any replacement Key FOB is \$10.00. RETURN OF DEPOSIT – Upon termination, cancellation of this Membership Agreement by the Member or the Society, the Key Fob is to be returned to the Society within 15 days of said cancellation or termination. Should any member not return their Key Fob within 15 days, the deposit shall be forfeited.

YOU AND YOUR USE OF THE FACILITY

10. You must be nineteen (19) years of age or older to complete the Application, execute this Agreement, pay the Fees and obtain Membership. If the person for whom the Membership is applied is

under the age of 19, that person's parent or guardian must complete the Application, execute this Agreement, and arrange for payment of the Fees on behalf of that person and that person may then obtain a Membership. Notwithstanding anything else in this Agreement, users of certain Facilities may be required to be older than a certain age. It is your responsibility to confirm with the Facility the ages that are permitted to use the Facility.

11. You shall comply with all federal, provincial and municipal laws, and all applicable rules and regulations, policies and procedures of the Society that may apply to your use of the Facility.

12. You shall comply with all notices, rules, regulations, guidelines and signage posted in the Facility and/or provided to you as part of your Application.

13. Facility staff may be on site for the duration of your use of the Facility and they are required to perform certain tasks at the Facility. You agree to respect Facility staff's instructions and understand that staff is authorized to take any action necessary to ensure the terms and conditions of this Agreement are followed.

14. You shall exercise the greatest care in your use of the Facility, you agree that the Facility will be left in an equal or better condition than that which existed prior to your use commencing, and you agree to use any equipment or furnishings only for their intended use and in accordance with any instructions or common usage, and return them to their proper location at the end of your use. You further agree that you are responsible for any loss, damage or theft of any equipment used, reasonable wear and tear excepted. Should you not leave the Facility in a clean and tidy state, you agree that the Society may, in its sole discretion and within thirty (30) days of your use of the Facility, terminate this Agreement and your Membership and/or invoice you for any damages or extra cleaning costs arising from your use of the Facility.

Baddeck Health and Wellness Society Facility Membership Application

15. The Society makes no representations or guarantees as to the condition of the Facility or equipment or furnishings within the Facility or as to the fitness for purpose or suitability of the Facility for your use.

16. You are responsible for your behavior while you are at the Facility. Improper behavior or language, verbal abuse, or disrespect to Facility staff and/or the public will not be tolerated. The Society, including Facility staff, shall have the right at any time to eject you from the Facility or refuse you admittance to the Facility if, in the opinion of anyone having responsibility or supervision of the Facility, you are creating a disturbance or behaving in an objectionable or unacceptable manner.

17. IN ADDITION TO CHARGING OR INVOICING YOU FOR DAMAGES TO THE FACILITY, AS SET FORTH IN THIS AGREEMENT, THE SOCIETY MAY, AT ITS SOLE DISCRETION, REQUIRE YOU TO PAY ADDITIONAL FINANCIAL COMPENSATION TO THE SOCIETY. THE PAYMENT OF THIS ADDITIONAL FINANCIAL COMPENSATION WILL BE AS A RESULT OF YOUR BREACH OF THIS AGREEMENT, INCLUDING IN PARTICULAR, A BREACH RESULTING FROM YOUR ACTIONS AND BEHAVIOURS OR A BREACH RESULTING FROM A COMPLAINT BEING MADE AGAINST YOU. THE SOCIETY SHALL ADD THE AMOUNT OF FINANCIAL COMPENSATION, AS SET FORTH BELOW, TO YOUR NEXT INSTALLMENT FOR PAYMENT OF FEES. FURTHERMORE, AT THE SOCIETY'S SOLE DISCRETION, YOU MAY NOT BE PERMITTED TO OBTAIN

MEMBERSHIP OR USE THE FACILITY, IF ANY PAYMENT OF FINANCIAL COMPENSATION REMAINS OUTSTANDING OR IF YOU HAVE THREE OR MORE BREACHES OF THIS AGREEMENT.

- (a) YOUR FIRST BREACH OF THIS AGREEMENT – FINANCIAL COMPENSATION OF \$150.00**
- (b) YOUR SECOND BREACH OF THIS AGREEMENT – FINANCIAL COMPENSATION OF \$300.00**
- (c) YOUR THIRD BREACH OF THIS AGREEMENT – FINANCIAL COMPENSATION OF \$500.00**

SUPERVISION

17A. Proper supervision of children and youth while in the Facility is essential to ensuring safety and security. All youth ages 16 and under must be in a supervised by a parent or guardian (at least 18 years old) at all times. *The Society reserves the right to determine if more parental supervision is required.*

SAFETY

18. You agree that if you observe any unusual or significant hazards, accidents or incidents during your usage of the Facility, you will report these immediately to the Society or Facility staff or, if there is no Facility staff immediately available, you are to report any issues to 311.

19. In the event of an emergency, you shall follow any Facility emergency evacuation plans, as posted in the Facility and you assume responsibility for any emergency situation(s) that you cause while you are using the Facility.

20. Your use of the Facility, including the use of any equipment inside or outside of the Facility must not block any emergency exits and emergency equipment, including hallways, corridors and access routes to alarm pull stations and fire extinguishers.

21. If first aid assistance is required, and after contacting 911 if the emergency so requires, you must contact Facility staff. First aid kits are available at all Facilities.

ALCOHOL AND SMOKING

22. The possession, consumption, sale or distribution of alcoholic beverages is prohibited at the Facility.

23. You shall comply with Nova Scotia's Smoke-free Places Act. Smoking and/or the use of chewing tobacco or marijuana or cannabis or related drugs or narcotics is strictly prohibited within the Facility and on municipal property. Smoking shall not occur within four (4) meters of the Facility entrance or exit ways, windows or intake vents and shall only occur in designated areas.

CLOSURES AND CANCELLATION

24. The Society reserves the right to deny or cancel Membership to a Facility to individuals or groups that may violate or promote the violations of the rights that are guaranteed to other individuals or groups under the Nova Scotia Human Rights Act and the Canadian Charter of Rights and Freedom.

25. The Society shall have the right to terminate this Agreement, including cancelling your Membership, immediately, prior to or during the term of your Membership if, in the sole discretion of The Society, including Facility staff, you wilfully damage property, displayed misconduct, unlawfully

consumed alcohol, or is otherwise in violation of any terms or conditions of this Agreement, municipal law or policy or applicable federal or provincial law.

26. The Society reserves the right to close the Facility, for any length of time, for any reason, including but not limited to emergencies, maintenance, recreation programs and services, holidays or inclement weather. The Society shall make reasonable commercial efforts to advise the public about any closures of this nature.

LEGAL

27. This Agreement is governed by the laws of Nova Scotia and the laws of Canada applicable therein without regard to principles of conflicts of law. Any disputes shall be determined exclusively in the courts of Nova Scotia.

28. This Agreement creates a license to use the Facility, only for the duration of your Membership and it is granted for the exclusive benefit of you only and may not be transferred, assigned or sub-licensed to any other party.

29. Should any part of this Agreement be determined to be void by a competent judicial or legislative authority, the remainder shall be valid and enforceable.

30. **Rules** – The following rules and regulations will be posted at the facility and strict compliance will be required by all Members. Failure to abide by the rules and regulation stated herein or other rules and regulations posted at the Facility will result in breach of this Agreement and the Agreement may be terminated and/or financial repercussions describe in Clause 17, herein. You acknowledge the rules and regulations, including but not limited to the following:

- Ensure all public health measures are followed for every visit
- Ensure no one follows you in and door closes behind you
- Ensure no one else uses your access credentials (key fob or pin)
- Every member must swipe or enter pin (if applicable) before entering the gym.
- Immediately report any unauthorized or suspicious activity by phone or email.
- Appropriate footwear must be worn at all times (no outdoor shoes).
- No open-toe or black-soled shoes.
- No food or drinks (water or other hydration beverages in sealable containers only).
- Treat others with respect or you may be asked to leave.
- Return all weights after use.
- Do not put weights on benches.
- Offer to share strength-training equipment in-between sets.
- No offensive language.
- Towels and spray bottles are located in various locations – please clean seats and handles after use.
- All youth/children under the age of 16 must be accompanied by an adult and have a valid gym membership.
- In case of serious injury - dial 911 using the provided emergency phone

Complete this section



31. MEMBERSHIP OPTION - PLEASE CHOOSE THE FOLLOWING MEMBERSHIP OPTION

MEMBERSHIP	FEES (HST INCLUDED)
<input type="checkbox"/> YEARLY	\$420.00
<input type="checkbox"/> 3 MONTHS	\$105.00
<input type="checkbox"/> 6 MONTHS	\$210.00
<input type="checkbox"/> 9 MONTHS	\$315.00

Complete this section



32. PAYMENT OPTION - PLEASE CHOOSE THE FOLLOWING MEMBERSHIP OPTION

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EMAIL MONEY TRANSFER

Please Follow the Following Instructions:
 On execution of this Agreement, please send the above-mentioned fees to the following email address:
baddeckgym@gmail.com
 The Society or Facility Staff will notify you in a return email the fees have been accepted

CASH

Receipt of payment will be provided immediately upon payment

33. EXECUTION

My signature below signifies I have read and understand and agree to the terms and conditions stated in the Agreement and you agree to be bound by the terms and conditions of this Facility Usage and Membership Agreement dated this ____ day of _____, 20__.

← Date

Sign



Member signature

Signature: _____
 Name: _____
 (Print) _____
 Telephone: _____
 Email: _____

Parent or guardian signature required form members under the age of 19.

Signature: _____
 Name: _____
 (Print) _____
 Telephone: _____
 Email: _____



Get Active Questionnaire

CANADIAN SOCIETY FOR EXERCISE PHYSIOLOGY –
PHYSICAL ACTIVITY TRAINING FOR HEALTH (CSEP-PATH®)

Physical activity improves your physical and mental health. Even small amounts of physical activity are good, and more is better.

For almost everyone, the benefits of physical activity far outweigh any risks. For some individuals, specific advice from a Qualified Exercise Professional (QEP – has post-secondary education in exercise sciences and an advanced certification in the area – see csep.ca/certifications) or health care provider is advisable. This questionnaire is intended for all ages – to help move you along the path to becoming more physically active.

Complete this entire page



I am completing this questionnaire for myself.

I am completing this questionnaire for my child/dependent as parent/guardian.

PREPARE TO BECOME MORE ACTIVE

The following questions will help to ensure that you have a safe physical activity experience. Please answer **YES** or **NO** to each question before you become more physically active. If you are unsure about any question, answer **YES**.

1 Have you experienced ANY of the following (A to F) within the past six months?

A A diagnosis of/treatment for heart disease or stroke, or pain/discomfort/pressure in your chest during activities of daily living or during physical activity?

B A diagnosis of/treatment for high blood pressure (BP), or a resting BP of 160/90 mmHg or higher?

C Dizziness or lightheadedness during physical activity?

D Shortness of breath at rest?

E Loss of consciousness/fainting for any reason?

F Concussion?

2 Do you currently have pain or swelling in any part of your body (such as from an injury, acute flare-up of arthritis, or back pain) that affects your ability to be physically active?

3 Has a health care provider told you that you should avoid or modify certain types of physical activity?

4 Do you have any other medical or physical condition (such as diabetes, cancer, osteoporosis, asthma, spinal cord injury) that may affect your ability to be physically active?

.....> **NO** to all questions: go to Page 2 – ASSESS YOUR CURRENT PHYSICAL ACTIVITY

YES to any question: go to Reference Document – ADVICE ON WHAT TO DO IF YOU HAVE A YES RESPONSE



Get Active Questionnaire

ASSESS YOUR CURRENT PHYSICAL ACTIVITY

Answer the following questions to assess how active you are now.

- 1 During a typical week, on how many days do you do moderate- to vigorous-intensity aerobic physical activity (such as brisk walking, cycling or jogging)? DAYS/WEEK
- 2 On days that you do at least moderate-intensity aerobic physical activity (e.g., brisk walking), for how many minutes do you do this activity? MINUTES/DAY
- For adults, please multiply your average number of days/week by the average number of minutes/day: MINUTES/WEEK

Canadian Physical Activity Guidelines recommend that adults accumulate at least 150 minutes of moderate- to vigorous-intensity physical activity per week. For children and youth, at least 60 minutes daily is recommended. Strengthening muscles and bones at least two times per week for adults, and three times per week for children and youth, is also recommended (see csep.ca/guidelines).



GENERAL ADVICE FOR BECOMING MORE ACTIVE

Increase your physical activity gradually so that you have a positive experience. Build physical activities that you enjoy into your day (e.g., take a walk with a friend, ride your bike to school or work) and reduce your sedentary behaviour (e.g., prolonged sitting).

If you want to do **vigorous-intensity physical activity** (i.e., physical activity at an intensity that makes it hard to carry on a conversation), and you do not meet minimum physical activity recommendations noted above, consult a Qualified Exercise Professional (QEP) beforehand. This can help ensure that your physical activity is safe and suitable for your circumstances.

Physical activity is also an important part of a healthy pregnancy.

Delay becoming more active if you are not feeling well because of a temporary illness.



DECLARATION

To the best of my knowledge, all of the information I have supplied on this questionnaire is correct.
If my health changes, I will complete this questionnaire again.

I answered **NO** to all questions on Page 1

I answered **YES** to any question on Page 1

Sign and date the Declaration below

Check the box below that applies to you:

- I have consulted a health care provider or Qualified Exercise Professional (QEP) who has recommended that I become more physically active.
- I am comfortable with becoming more physically active on my own without consulting a health care provider or QEP.

→

Name (+ Name of Parent/Guardian if applicable) [Please print] Signature (or Signature of Parent/Guardian if applicable) Date of Birth

Date Email (optional) Telephone (optional)

With planning and support you can enjoy the benefits of becoming more physically active. A QEP can help.

- Check this box if you would like to consult a QEP about becoming more physically active.
(This completed questionnaire will help the QEP get to know you and understand your needs.)

Ensure you have completed the questionnaire and signed this page

Assumption of Risk and Waiver of Liability Relating to 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.

Bras d'Or Wellness Society has put in place preventative measures to reduce the spread of COVID-19; however, the Society cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the gym could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and or/ my child(ren) and I may be exposed to or infected by COVID-19 by attending the gym 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 the gym may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Society employees, volunteers, 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 child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with our attendance at the gym or participation in gym programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Society, its employees, volunteers, 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 Society, its employees, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program.



Member Signature

Date



Printed Name of Member

Parent/Guardian Signature (under 18)