****

**Membership Contract**

**Zatzman Sportsplex**

**110 Wyse Road**

**Dartmouth, NS, B3A 1M2**

**You and Your Use of the Facility**

- The Zatzman Sportsplex is not responsible for lost or stolen items on the property. We recommend that all patrons lock their belongings in the day lockers provided. Locks cannot be left overnight.

- The Zatzman Sportsplex reserves the right to make schedule changes.

- The Zatzman Sportsplex reserves the right to close parts of its Facilities.

- The Zatzman Sportsplex assumes no liability for the closure of all or parts of the Facility due to power outages, other Acts of God, or when required to be used as an emergency shelter during a community crisis. There will be no refunds or reimbursements of any kind made for the time the Facility is closed due to these types of incidents.

You shall comply with all notices, rules, regulations, guidelines, and signage posted in the Facility, provided to you as part of the application, and/or as directed by staff. Persons choosing to disregard these, or other Facility policies and procedures may lose their membership privileges and may be banned from the Facility.

**Membership/Membership Card**

The membership card must be presented every time upon entering the Zatzman Sportsplex to gain access to the Facility. Persons unable to present their membership cards will be denied access to the Facility. Membership cards may be reissued for a fee in the event a membership card is lost, stolen, or destroyed.

You must be 18 years of age or older to complete a membership application, execute this agreement, pay the fees and obtain a membership. If an applicant is under the age of 18, the applicant’s parent or guardian must complete the application and execute this agreement on behalf of that applicant, and only then will the applicant obtain a membership. Notwithstanding anything else in the agreement, users of certain components of the facility must comply with specific age restrictions. It is your responsibility to confirm with the Facility what ages are permitted to use a certain component of the facility.

Membership cards are not transferrable and may only be used by the person whose name is associated with the card. Use by any person other than the member will be grounds for immediate cancellation of the membership without a refund.

Membership cards are the property of the Zatzman Sportsplex and must be returned immediately upon request.

**All persons joining the Sportsplex must have their pictures taken for identification purposes. There will be no exceptions.**

A charge at posted rates will be applied in all cases of insufficient funds for a credit card or PAC payments. Repeated occurrences may require alternative forms of payment. Persons in arrears may have their membership suspended.

**Parking**

The Zatzman Sportsplex does not guarantee parking availability. Members may only park in the parking lot while actively using the Facility and parking is on a first-come, first-serve basis.

**Safety**

**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. Zatzman Sportsplex including Facility staff, shall have the right at any time to eject you from the Facility or refuse your 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.**

The Zatzman Sportsplex is a non-smoking/non-vaping facility and there is no smoking permitted on the grounds of the Facility, including the parking lot. You shall comply with Nova *Scotia’s Smoke-Free Places Act*and HRM’s bylaw N-300 respecting nuisances.

You agree that if you observe any unusual hazards, accidents, or incidents during your usage of the Facility, you will report these immediately to Facility staff. 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. 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. If, after contacting 911 and the emergency so requires, first aid assistance is required, you must contact Facility staff. First aid kits and AEDS are available on the premises.

**Corporate and Government Rates (Applies to Annual and Six-Month Memberships Only)**

The Zatzman Sportsplex is pleased to offer discounted membership rates for participating corporations and all Government Employees. **Eligibility for discounted memberships must be requested and terms/conditions met before signing the membership agreement.****If for any reason, a current member identifies as eligible for a Corporate or Government rate, this discount will only be applicable completion of the exiting membership contract and the signing of a new membership contract.**

**Please check one box:**

I am not a member of any Corporation or Government organization enrolled in the Zatzman Sportsplex Corporate Rate Program.

I am a member of a Corporation or Government organization enrolled in the Zatzman Sportsplex Corporate Rate Program.

\*Corporate or Government Department Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **\***Verification of employment (Employee Signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Release**

The undersigned acknowledges that all workouts and/or activities performed at the Zatzman Sportsplex will be solely at his or her own risk and hereby releases and discharges the Sportsplex, staff and employees from any liabilities, claims, demand, injury, damage, action or cause of action, whatsoever, which may result from the use of the services or facilities of the Zatzman Sportsplex. We recommend that before beginning a new fitness or activity program persons consult with their physician.

**Member’s Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Member #: \_\_\_\_\_\_\_\_\_\_\_\_**

**Member’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

My signature above indicates my agreement **to the terms and conditions above.**

**If member is under 18 years of age, parent or guardians’ signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Type of Membership**

Adult\_\_\_\_\_ Family\_\_\_\_\_ Senior\_\_\_\_\_ Youth\_\_\_\_\_\_ Student\_\_\_\_\_Promo\_\_\_\_\_

**Length of Membership**

**Annual Membership**- Paid in full \_\_\_\_\_\_\_\_ or Monthly Payment Plan: 1st\_\_\_\_\_\_ 15th\_\_\_\_\_\_

Bank Information attached\_\_\_\_\_\_\_\_ or Credit Card\_\_\_\_\_\_\_\_\_

**Six Month Membership**- \_\_\_\_\_\_\_\_

**One Month Membership**- \_\_\_\_\_\_\_\_

**Membership Processed by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Note: If payment is on a monthly plan it will show as ***SCOTIABANK ZATZMAN*** or a version of it on your Bank account or Credit Card statement.

**Termination/Cancellation/Membership Holds**

\*This policy is in reference to Annual and Six-Month Memberships only. Monthly memberships are non-refundable and will not be placed on-hold for any reason.

The Business Practices and Consumer Protection Act applies to this contract. (1) You may cancel this contract, without reason, from the day you enter the contract until 10 days after you receive a copy of the contract. (2) This contract may be canceled at any time for the following reasons: (i) If, due to a physical, medical or mental disability, your continued participation in the services is unreasonable due to your condition or is likely to endanger your health (as substantiated in writing by a medical or nurse practitioner); (ii) If the contract holder are deceased; (iii) If you relocate for the remainder of the contract and the distance between you and the supplier is more than 30 km greater than when you entered into the contract. (iv) if you are registered under a Military membership and will be stationed outside Halifax Regional Municipality for an extended period.

There are **No Refunds or Credits** for any reason outside the items listed above.

If you cancel this contract in accordance with (1) or (2), the supplier has 30 days to refund your money, except that the supplier may retain: in the case of (2), the portion of the price for services used, and in the case of (2), a prescribed amount (subject to change) on account of the supplier’s costs.

You must return any goods received. To cancel, you must give written notice of cancellation at the address in this contract by a method that will allow you to prove that you gave notice (e.g. registered mail, e-mail, fax, or personal delivery). For a 10-day cancel, the notice needs to be sent by you within the 10-day period but need not be received by the supplier in that period.

Zatzman Sportsplex (or the “Facility”) reserves the right to terminate this agreement including canceling your membership at any time without reimbursement if, in the sole discretion of the Sportsplex, you or any member of your family registered under a Family Membership, willfully damaged Facility property, displayed misconduct, or are otherwise in violation of any terms or conditions of this agreement, the Facility’s rules and codes of conduct, municipal law or policy, or applicable federal or provincial law.

All memberships run uninterrupted from the date of activation until the contract end date. Memberships will not be placed on hold or frozen at any time, with the only exception as noted below under the COVID-19 clause.

**The COVID-19 global pandemic has resulted in emergency measures under the Health Protection Act and Emergency Management Act. These measures include but are not limited to social distancing regulation, maximum capacities for fitness facilities, and cleaning protocols. These measures affect the number of attendees in each activity and, potentially, hours of operation. They may also affect the availability of certain activities such as swimming and fitness classes which are limited by size of the space, especially during peak hours of operation. These measures are outside the control of the Zatzman Sportsplex and not the fault of the supplier and are subject to change at any time. In the event of a complete shutdown as mandated by the Department of Health, your membership will be placed on hold and reactivated immediately upon reopening. As such, any operational changes to the Zatzman Sportplex, as mandated by either the Municipal, Provincial or Federal Governments will not be considered grounds for cancelation of this contract.**

**\*Member’s/Parent’s/Guardian Signature indicates to read and acceptance of Termination or Cancellation clause:**

**Member signature here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**If member is under 18 years of age, parent or guardians’ signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**