



Membership Terms and Conditions

Termination or Cancellation

Zatzman Sportsplex (or the "Facility") reserves the right to terminate this agreement including cancelling your membership at any time if, in the sole discretion of the Sportsplex, you 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.

Should you wish to cancel your membership, you must provide the Facility with written notice 5-business days 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 5-business day period, your membership shall be cancelled effective the last day of the month in which the 5-business day period expires (the "Term"). You must pay all fees up to that last day of the Term. In the event you have pre-paid any fees for the time period after the Term, those fees shall be reimbursed to you within 10-business days following the cancellation of your membership. If you have any fees outstanding at the time of cancellation, Zatzman Sportsplex shall collect those fees via your preferred payment method as indicated on your application and, if no valid information is on file, Zatzman Sportsplex shall invoice you for these amounts.

You and your use of the Facility

- The Zatzman Sportsplex is not responsible for lost or stolen items anywhere on the property. We recommend that all patrons lock their articles in the day lockers provided. Lockers cannot be left locked overnight.
- The Zatzman Sportsplex reserves the right to make schedule changes.
- The Zatzman Sportsplex reserves the right to close parts of its Facilities temporarily for maintenance.
- The Zatzman Sportsplex assumes no liability for 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 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 card 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 19 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 19, the applicant's parent or guardian must complete the application, execute this agreement and arrange for payment of the fees 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 credit card or PAC payments. Repeated occurrences may require alternate forms of payment. Persons in arrears may have their membership suspended.

Parking

The Zatzman Sportsplex does not guarantee parking. 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 behaviour while you are at the Facility. Improper behaviour 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 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.

Persons are not permitted to use cell phones or mobile devices with photographic and internet capabilities within the locker room or change rooms, rest rooms, or showers.

The Zatzman Sportsplex is a non-smoking 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 if the emergency so requires, first aid assistance is required, you must contact Facility staff. First aid kits and AEDS are available on the premises.

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.**

Paid in full _____

or

Monthly Payment Plan _____ **Bank Information attached** _____

Membership Processed by _____