

# **Member Information**

Member Name:	Date of Birth (D/M/YYYY):	
Email:	Phone Number:	
Address:		
Parent/Guardian Information (if under 19):		
Name:		
Email:	Phone Number:	
Additional Information (Family Memberships only):		
Partner/Spouse Name:		
Email:	Date of Birth (D/M/YYYY):	
Dependants/Children, as applicable:		
Name:	Date of Birth (D/M/YYYY):	
Name:	Date of Birth (D/M/YYYY):	
Name:	Date of Birth (D/M/YYYY):	

## **Terms and Conditions**

The Langille Athletic Centre (LAC) is a multi-use recreational facility owned and operated by Dalhousie University, which serves the sport, recreation and wellness needs of Dalhousie students, faculty, staff, and the community at large. Access to LAC facilities and services may change without notice.

Dalhousie agrees to provide the member(s) named above with access to the facilities and specified services as identified in the LAC member handbook (the "Handbook") during posted hours of operation. The Handbook is incorporated into this document by reference and forms an integral part of this Membership Agreement. A copy of the Handbook is available on the LAC webpage (www.dal.ca/rams).

The LAC rules and regulations are posted in the facility, on the official LAC website and in the Handbook. Compliance by members with all rules, regulations and staff directives is required. LAC reserves the right to suspend or terminate the membership of those who fail to comply with the rules and regulations.

Members shall also meet any agreed upon payment schedules for membership fees (lump sum) and acknowledge that membership will be suspended or terminated for failure to meet the agreed payment terms.

#### 1. Privacy:

a. LAC will protect the personal information of its members and will not sell or otherwise make available such information to any third party.

## 2. Membership/Day Pass/Multi-Visit Information:

- a. Memberships may be cancelled for a full refund within 10 days of date of purchase.
- b. Multi-Visit and Day Passes are non-refundable and non-transferable.
- c. Multi-Visit Passes expire one (1) year from date of purchase.
- d. Day Passes allow entry on the day of purchase only.
- e. LAC is not responsible for lost, damaged or stolen personal property. For your security, do not bring valuable items to LAC.
- f. Specific activities and/or areas may be unavailable to members due weather or university-related events including, but not limited



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to exams, student sporting activities, rentals, special events or maintenance activities, including the annual maintenance shutdown of various areas in the facilities. This may result in the cancellation or relocation of some services and activities from time to time, and the member(s)/Day pass/multi-visit holder expressly agrees that there shall be no reduction or abatement in the membership fee as a result of such cancellation or relocation.

- g. LAC reserves the right, in its sole discretion, to revoke or suspend membership/multi-visit pass/day pass privileges at any time.
- h. Members accept full responsibility for their personal wellbeing and agree to use the facility unattended and unsupervised unless otherwise stated.
- i. LAC is not responsible for injury, loss or damage to the member, or property of member/multi-visit/day pass holder. All members/multi-visit/day pass holders who are minors shall be supervised/accompanied by an adult in accordance with the Handbook.
- j. It is recommended by the administration of LAC that members/multi-visit/day pass holders undertaking physical activity seek medical advice prior to beginning a physical fit-ness regime.

## 3. Membership/Multi-Visit Cards

- a. All LAC membership/multi-visit cards, Dalhousie student, faculty or staff ID cards remain the property of the Dalhousie.
- b. Lost, stolen or destroyed membership cards are subject to replacement at a fee.
- c. Valid cards are required for access to the facilities.
- d. Membership/multi-visit passes is not transferable. Sharing or loaning your card or providing access to any other person is not permitted.

## 4. Parking

- a. Parking spaces at LAC are on an as available basis only.
- b. The parking lot is the property of Dalhousie and is monitored and operated by Dalhousie Security Services.
- c. All parking violations are the responsibility of the vehicle owner.
- d. Vehicles illegally parked are subject to ticketing, towing or immobilization.

## 5. Authorized Personal Trainers/Coaches

- a. All personal trainers or coaches providing services in Dalhousie's athletic facilities must be employed by the Dalhousie's Department of Athletics and Recreational Services, with the exception of private rentals.
- b. Members/multi-visit/day pass holders are not permitted to employ or use personal trainers or coaches who are not employed by the Department of Athletics and Recreational Services while using Dalhousie athletic facilities.
- c. The supply of services within Dalplex and other Dalhousie athletic facilities remains proprietary to Dalhousie's Department of Athletics and Recreational Services.

## 6. Mobile Devices and Photography

- a. The use of cell phones, tablets and similar electronics devises, photography of any kind, video recording or other digital image capturing is not permitted in any locker room or other change room area, restrooms, showers, or fitness areas.
- b. Permission for photography or video recording within the Department of Athletics and Recreational Services' facilities must be requested, and granted, in advance.

## 7. Membership/Multi-Visit Pass Term

- a. Members understand and agree as follows:
  - i. This membership is non-renewing (for a duration of \_\_\_\_\_, ending on \_\_\_\_\_(date))
  - ii. The term of an annual Membership Agreement is twelve (12) months.
  - iii. It is the member's responsibility to ensure all member contact information remains current.
  - iv. Multi-Visit pass has a term of one (1) year from date of purchase.
  - v. Multi-Visit passes do not automatically renew.

#### 8. Fees

- a. LAC shall charge and the member agrees to pay the then current membership fees in place as of the date of this Agreement for the category of membership available to and chosen by the member. Current prices are available at www.dal.ca/rams
- b. LAC shall charge and Day Pass/Multi-Visit Holder agrees to pay the current Day pass/multi-visit pass fees in place at the time of purchase.
- c. LAC may make changes in applicable Day Pass/Multi-Visit pass fees from time to time.

## 9. Cancellation

- a. Membership may be cancelled upon receipt of 30 days written notice from the member.
- b. If an annual membership has been paid in full at the time of purchase, a pro-rated refund will be issued based on the revised membership end date.



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#### 10. Acknowledgment

- I/We understand and accept the risk involved in exercising and physical activity and accept responsibility leading to injury or damage to myself and/or others and/or LAC equipment and facilities, and release Dalhousie and the Department of Athletics and Recreation from damages caused by myself, or in the loss, damage, or theft of personal property while using the facilities.
  \_\_\_\_\_(Initial)
- b. I/We agree to accept all terms and conditions referenced in this agreement and understand that changes to the services offered as outlined in the LAC Member Handbook may occur from time to time. \_\_\_\_\_ (Initial)

#### 11. Consent

a. I/We agree that LAC may contact me via the email address provided above to provide updates, promotions, automatic renewal, and other information related to my LAC membership, and I understand that I can notify LAC at any time should I no longer wish to receive this information by email. \_\_\_\_\_ (Initial)

#### 12. Force Majeure

a. Neither party shall have any liability for loss or damages hereunder for failure to perform in accordance with the terms of this Agreement to the extent that such failure occurs for a reason beyond the reasonable control of the non-performing party, including without limiting the generality of the foregoing, any act of violence, strike or other labour difficulty, inability to procure materials or services, fire, storm, flood, equipment failure, explosion, riot, insurrection, sabotage, war, rebellion, act of God, act of any governmental authority or any other occurrence which is beyond the reasonable control of the non-performing party. Dalhousie shall have no responsibility or liability for any loss or damage sustained by the Member by reason thereof. In the event of an unscheduled facility closure, the membership shall be, at the discretion of Dalhousie, extended or fees will not be charged for the duration of the unscheduled closure.

#### 13. Entire Agreement

a. This Agreement, including the Handbook and the facility rules and regulations incorporated by reference herein, contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.

Member Name:	
Member Signature:	
Parent/Guardian Name (if under 19):	
Parent/Guardian Signature (if under 19):	
Date:	

#### FOR STAFF USE ONLY

Date:\_\_\_

\_\_\_\_\_ Staff Member: \_\_\_\_\_