DALPLEX

MULTI-VISIT AND DAY PASS AGREEMENT

Customer Information

Name Address City Email	Apt # Province	Membership # Postal Code Phone (c) Date of Birth
<i>(For Day Pass use only)</i> Spouse/Partner Dependants:	Date of Birth	Phone (c)
Name:	Date of Birth	
Name:	Date of Birth	
Name:	Date of Birth	
Name: Name:	Date of Birth Date of Birth	

Dalplex 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 Dalplex facilities and services may change without notice.

Dalhousie agrees to provide the Day Pass/Multi-Visit Pass holder(s) named above with access to the facilities and specified services as identified in the Dalplex 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 Agreement. A copy of the Handbook is available on the Dalplex webpage (www.dalplex.ca).

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

1.Privacy

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

2.Multi-Visit and Day Pass Information

I. Multi-Visit Passes and Day Passes are non-refundable and non-transferrable.

- **II.** Multi Visit Passes expire one (1) year from date of purchase.
- **III.** Day Passes allow entry on the day of purchase only.
- IV. Children 18 years and younger are required to have a parent or legal guardian sign the Multi-Visit Pass / Day Pass Agreement.
- V. A picture ID is required to purchase a Multi-Visit Pass / Day Pass. A photo will be taken at time of purchase for security and safety purposes.
- VI. Specific activities requiring registration can only be done day of the activity including racquet sports, fitness classes and golf.
- VII. Dalplex is not responsible for lost, damaged or stolen personal property. For your security, do not bring valuable items to Dalplex.
- VIII. Specific activities and/or areas may be unavailable to members due to weather or university-related events including, but not limited 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 Day Pass/Multi-Visit Pass holder expressly agrees that there shall be no reduction or abatement in the fee as a result of such cancellation or relocation
- IX. Dalplex reserves the right, in its sole discretion, to revoke or suspend Day Pass/Multi-Visit Pass privileges at any time or deny entry.
- X. Day Pass/Multi-Visit Pass holder(s) accepts full responsibility for their personal wellbeing and agree to use the facility unattended and unsupervised unless otherwise stated. Dalplex is not responsible for injury, loss or damage to the member, or property of member. All Day Pass/Multi-Visit Pass holders who are minors (12 and under) shall be supervised /accompanied by an adult (19 years old and older) in accordance with the Handbook.
- XI. It is recommended by the administration of Dalplex that Day Pass/Multi-Visit Pass holders undertaking physical activity seek medical advice prior to beginning a physical fit-ness regime.

3.Multi-Visit Pass Cards

- I. Multi-Visit Pass cards remain the property of the Dalhousie.
- II. Lost, stolen or destroyed Multi-Visit Pass cards are subject to replacement at a fee of \$10.
- III. Valid cards are required for access to the facilities.
- IV. Multi-Visit Passes are not transferable.
- V. Sharing or loaning your card or providing access to any other person is not permitted and may result in 7 day suspension.

4.Parking

- I. Multi-Visit and Day Pass members are not entitled to a Dalplex Parking Permit.
- II. Metered Parking spaces at Dalplex are on an 'as available' basis only.
- III. The parking lot is the property of Dalhousie and is monitored and operated by Dalhousie Security Services.
- IV. All parking violations are the responsibility of the vehicle owner.
- V. Vehicles illegally parked are subject to ticketing, towing or immobilization.

Additional information regarding parking on Dalhousie Campus can be found online:http://www.dal.ca/dept/facilities/services/security-services/parking-at-dal.html

5. Authorized Personal Trainers/Coaches

- I. 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.
- II. Day Pass/Multi-Visit 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.
- III. 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

- I. 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, saunas, fitness areas, or pool area.
- II. Permission for photography or video recording within the Department of Athletics and Recreational Services' facilities must be requested, and granted, in advance.

7. Multi Visit Pass Term

- 1. This Multi Visit Pass has a term of One (1) year ending on
- II. Multi-visit passes do not automatically renew.

8. Fees

- I. Dalplex shall charge and the Day Pass/Multi-Visit Pass holder agrees to pay the current Day Pass/Multi-Visit Pass fees in place at the time of purchase.
- II. Dalplex may make changes in applicable Day Pass/Multi-Visit Pass fees from time to time.

9. Acknowledgement

- I. I 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 Dalplex equipment and facilities, and release Dalhousie and the Department of Athletics and Recreational Services from damages caused by myself, or in the loss, damage, or theft of personal property while using the facilities. _____ (Initial)
- II. I am aware there are inherent risks in the sport of rock climbing, including any manner of injury that may result from falling or falling climbers. I accept the responsibility to become educated about mitigating these risks before using the climbing facilities. _____ (Initial)
- III. I agree to accept all terms and conditions referenced in this agreement and understand that changes to the services offered as outlined in the Dalplex Member Handbook may occur from time to time. (Initial)

10. Consent

I. I agree that Dalplex may contact me via the email address provided above to provide updates, promotions, and other information related to my Dalplex services, and I understand that I can notify Dalplex at any time should I no longer wish to receive this information by email. _____ (Initial)

11. Force Majeure

I. 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 Day Pass/Multi-Visit Pass holder by reason thereof. In the event of an unscheduled facility closure, the Agreement shall be, at the discretion of Dalhousie, extended or fees will not be charged for the duration of the unscheduled closure.

12. Entire Agreement

I. 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		Date
Signature		
For Staff Use Only		
Type of Pass Sold	C	Quantity
Type of Pass Sold	C	Quantity
Type of Pass Sold	Q	Quantity
Total Price Paid (tax included) :	Staff Name:	Date: