

Customer Information

Name _____ Membership # _____
Address _____ Postal Code _____
Email _____ Phone (h) _____
Date of Birth _____ Phone (w) _____
Phone (c) _____

Additional Member Information: (Please include last name, if different from main member)

Partner's Name _____ Membership # _____
Email _____ Date of Birth _____

Dependant Children:

Name _____	Date of Birth _____	Membership # _____
Name _____	Date of Birth _____	Membership # _____
Name _____	Date of Birth _____	Membership # _____

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 member(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 Membership 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 members 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.

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

1. Privacy

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

2. Membership Information

I. Memberships may be cancelled for a full refund within 10 days of date of purchase.

II. Memberships are permitted to be suspended or "frozen" for personal reasons once per calendar year at no cost. Additional personal freezes within the same calendar year are permitted at a cost of \$25 per freeze. All personal freezes must be for a minimum of one (1) month and a maximum of four (4) months. Memberships can be frozen at any time for medical reasons for a minimum duration of one (1) month and require receipt of medical evidence from the member. Members with family or add-on memberships can choose to freeze either one (1) or all memberships associated with their account. When a single membership is frozen, any additional time allocated to the membership will be divided equally among all associated memberships to ensure a consistent membership expiry date. When all associated memberships are frozen, they must be unfrozen at the same time. A minimum of three (3) days written notice and the return of parking permits is required prior to authorizing a freeze. Pre-authorized payments or payroll deductions will continue while memberships are frozen but membership expiry dates will be adjusted accordingly.

III. Dalplex is not responsible for lost, damaged or stolen personal property. For your security, do not bring valuable items to Dalplex.

IV. Specific activities and/or areas may be unavailable to members due 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 the member(s) expressly agree that there shall be no reduction or abatement in the membership fee as a result of such cancelation or relocation

V. Dalplex reserves the right, in its sole discretion, to revoke or suspend membership privileges at any time.

VI. Members accept 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 members who are minors shall be supervised / accompanied by an adult in accordance with the Handbook.

VII. It is recommended by the administration of Dalplex that members undertaking physical activity seek medical advice prior to beginning a physical fitness regime.

3. Membership Cards

- I. All Dalplex membership cards and Dalhousie student, faculty or staff ID cards remain the property of the Dalhousie.
- II. Lost, stolen or destroyed membership cards are subject to replacement at a fee.
- III. Valid cards are required for access to the facilities.
- IV. Membership is not transferrable. Sharing or loaning your card or providing access to any other person is not permitted.

4. Parking

- I. Not all members qualify for a Dalplex parking permit.
- II. Parking spaces at Dalplex are on an as available basis only. The possession of a Dalplex parking permit does not guarantee that a parking space will be available when you visit the facility.
- 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.
- VI. Dalplex member parking permits are valid for two to three (2-3) hours, as specified, in designated Dalplex member parking spaces only.
- VII. Parking permits remain the property of Dalhousie University.
- VIII. Parking permits are non-transferable and are only valid for member's vehicle(s) that are registered with Dalplex.
- VIII. A parking permit is valid for a maximum of 12 months and must be renewed annually at the Dalplex Customer Service Centre. Members are responsible to insure passes are current/valid and for informing Dalplex of any change in vehicle information or risk having their vehicle being ticketed, towed, or immobilized.
- X. In the case of expiration or cancellation of membership all parking permits are to be returned to Dalplex. Members understand and agree that any cancellation of membership, including ongoing membership fees, is not effective until such time as all parking permits are returned.
- XI. 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. Members 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 devices, 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. Membership Term and Automatic Renewal of Annual Memberships

Members understand and agree as follows:

1. This membership is ___ annual-renewing or ___ non-renewing (for a duration of _____, ending on _____ (date))
- II. The initial term of an annual Membership Agreement is twelve (12) months. This Agreement shall automatically renew for an additional 12 month term on the anniversary of the original term or any renewals thereof unless the member requests to cancel the membership in writing prior to renewal (see section 11).
- III. Dalplex will provide the member with notice of the upcoming auto renewal. It is the member's responsibility to ensure all member contact information remains current.
- IV. Membership fees will not be refunded in the event the member fails to cancel the membership prior to its automatic renewal as per the terms of this agreement.
- V. Complimentary memberships and multi-visit passes do not automatically renew.

8. Fees

- I. Dalplex 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 proxies are available at www.dalplex.ca.
- II. Dalplex may make changes in applicable membership fees from time to time, and any such change in fees shall only become applicable at the time of renewal of this Agreement on its anniversary date.

9. Pre-Authorized Payments

- I. If a pre-authorized payment returns non-sufficient funds (NSF), Dalplex reserves the right to suspend membership privileges until the member's account is brought up to date.
- II. I/We understand that debiting of my account for this transaction may take from 1-5 banking days and that Dalplex will not accept any responsibility for charges to my bank account for insufficient funds. _____ (Initial)
- III. Any changes to pre-authorized payment information must be provided in writing a minimum of 14 days in advance of next payment.

10. Cancellation

- I. Membership may be cancelled upon receipt of 30 days written notice from the member and return of Dalplex parking permit at which time the permit will be exchanged for a new pass with updated expiry date (if applicable).
- II. If membership cancellation occurs before the completion of the initial 12-month term, a cancellation fee of \$50 will apply.
- III. In order to cancel pre authorized payments the member must provide notice of revocation in person to the Customer Service Centre Staff at Dalplex a minimum of 30 days in advance. Final payment will be prorated based on the revised membership end date.
- IV. 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.

11. Cancellation of Corporate Membership with Payroll Deduction:

- I. Corporate memberships paid via payroll deduction may be cancelled upon receipt of written notice and return of Dalplex parking permit (if applicable) a minimum of 30 business days prior to the next preauthorized payroll deduction.

12. Cancellation of Dalhousie Faculty or Staff Membership with Payroll Deduction:

- I. Dalhousie faculty and staff memberships paid via monthly payroll deduction may be cancelled upon receipt of written notice prior to the 8th day of the month in order to cancel the next preauthorized payroll deduction.

13. Acknowledgment

- I. 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 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/ We 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)

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 Dalplex Member Handbook may occur from time to time. _____ (Initial)

14. Consent

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

15. 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 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.

16. 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 _____

Signature _____ Date _____

FOR STAFF USE ONLY

Date _____ Staff Signature _____