

## UBC BODYWORKS MEMBERSHIP AGREEMENT & WAIVER

DATE: \_\_\_\_\_ (M/D/Y) Name (First, Last) \_\_\_\_\_  Male  Female Birthdate: \_\_\_\_\_ (M/D/Y)

Home Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Relationship: \_\_\_\_\_

### MEMBERSHIP TERMS AND CONDITIONS

I have read, understand and agree to abide by the Facility Rules and Regulations – **Code of Conduct** (*BodyWorks [BW] website*) for all programs. I am aware that for all programs, including services and drop in access, that I must complete a Physical Activity Readiness Questionnaire+ (PAR Q+) form prior to participating. Furthermore, I must also provide an updated PAR Q+ form and doctors referral form if my health status changes or if the trainer advises (applies to all programs/services). I acknowledge that all communications for the UBC BW service I am partaking in will come from the instructor of the class and that any questions, injuries or illnesses I may have must be reported to the staff directly and immediately before class.

### UBC LOCATION

*Personal Training Packages* - I understand that:

- Personal training (PT) packages expire **1 year** from purchase date. A personal trainer will be assigned to me based on their availability and that my first choice in trainer and preference in a female or male trainer may not be given.
- Transferring between personal trainers is not allowed in the middle of PT packages unless my current trainer resigns.
- Free PT & fitness assessment (FA) sessions included with memberships must be used within **1 month** of my membership start or renewal date.
- It is my responsibility to inform my personal trainer at least **24 hours** in advance if I require cancelling. Cancellations less than 24 hours prior to appointment start time will result in the loss of the allotted time and its cost with no refunds or rescheduling of the missed appointment.
- I can only participate in both semi-private and small group training sessions if I join at the beginning of a new package. I cannot join a group training once the 3, 5, or 10 sessions have already commenced.

*Memberships & Punch Passes* - I understand that:

- My membership is valid only during the package purchased (1, 4, 8, 12 months) or punch pass that is valid for **1 year** of purchase date.
- I must renew my membership at the end of the membership term in order to continue use of the fitness centre as a member.
- My membership fees are either paid in full on the day of purchase or are paid in monthly payments on the first business day of the month.
- To request my membership (8, 12 months) to be placed on hold for any reason, that I must submit a BW Membership Hold Request Form at least one week in advance of the requested hold start date and that submitting this form is not a guarantee that the request will be granted.
- Membership scanning ID cards are required to enter into the facility and that I must pay a fee of **\$10 for replacements cards**.
- It is my responsibility to check in with the BW staff/volunteer for attendance prior to class starting to ensure my pass is valid.
- Use of punch passes are first come first served for the fitness classes and are valid to use only if there is space in the class.

### UBC AND OFF SITE PROGRAM LOCATIONS

*Fitness Class Registration* - I understand that:

- By registering for classes, I am paying for the entire term upfront.
- At the start of each term, registration is open until the 3<sup>rd</sup> week of classes. After 3<sup>rd</sup> week, registration is not allowed due to exercise safety.
- Class registration is not a universal pass to other classes, or at other locations and drop in is not accessible at offsite programs/services.
- If I am enrolling in a *Changing Aging* class, I acknowledge that an initial intake session at BW is required and that I must provide UBC BW with a Physician's Referral Form (or any other medical documentation required for my health status) prior to participation.

### REFUND POLICY:

I am aware that the UBC BW Fitness Centre does not grant refunds or expiration date extensions for membership passes, PT sessions, class or drop in pass purchases, regardless of method of payment, unless for medical reasons (in which case a note from a physician is required); or there is an extended work, related leave of absence (in which a note from an employer is required). All membership, training session, and pass purchases are non-transferable. Refunds are not applicable to memberships or passes that have expired. I understand that the facility operations could undergo renovations, in which I will not be refunded for the allotted days of closure. For offsite community centre classes, withdrawal is at the discretion of the community centre with the applicable withdrawal fee.

### HEALTH STATUS REPORTING POLICY:

I acknowledge and agree that it is my responsibility to ensure that I am physically and mentally capable to participate in UBC BW programs and/or services and that it is my responsibility to obtain medical clearance from my physician prior to my participation in any UBC BW program and/or service if I am unsure about my ability to participate, or if I am partaking in a Changing Aging or Changing Aging Plus class. I further acknowledge and agree that should my health change during the term of this agreement, it is my responsibility to ensure I submit an updated doctor clearance form and to complete an additional self-assessment questionnaire prior to participation. I acknowledge and agree that UBC BW may prevent or restrict my participation in any program and/or service if it believes that it is not safe for me to participate, in its sole discretion.



**UBC BODYWORKS  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE IN THE EVENT OF INJURY**

TO: THE UNIVERSITY OF BRITISH COLUMBIA, including its School of Kinesiology

**ASSUMPTION OF RISKS**

I am aware that using the UBC BODYWORKS FITNESS CENTRE and/or participating in any UBC BODYWORKS programs and/or services involves many risks, dangers and hazards including, but not limited to: overexertion or lack of conditioning or fitness; defective, dangerous or unsafe equipment; use, misuse or non-use of any equipment; dangerous or unsafe conditions in any facilities; impact or entanglement with obstructions, apparatus, equipment, floor surface or walls; contact or collision with other participants; negligence of other participants; and **NEGLIGENCE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR ITS EMPLOYEES INCLUDING THE FAILURE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR ITS EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist within a variety of facilities on or off campus, including but not limited to: roadways, parking areas, shower rooms, hallways, stairs, elevators, change rooms, fields, campus buildings and other facilities.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY USE OF THE UBC BODYWORKS FITNESS CENTRE AND MY PARTICIPATION IN ANY PROGRAMS AND/OR SERVICES OFFERED BY UBC BODYWORKS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.** I am also aware that the University of British Columbia does not carry accident or medical or dental insurance on my behalf.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS**

In consideration of the University of British Columbia allowing me to use the UBC BodyWorks Fitness Centre and/or to participate in any UBC BodyWorks Fitness Centre programs and/or services and permitting my use of its equipment, structures and other facilities, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE UNIVERSITY OF BRITISH COLUMBIA**, its Board of Governors, directors, officers, employees, agents and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from my use of the UBC BodyWorks Fitness Centre and/or my participation in any UBC BodyWorks programs and/or services **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

- 2. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 3. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the UBC BodyWorks Fitness Centre and/or any UBC BodyWorks Fitness Centre programs and/or services other than what is set forth in this Agreement.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AGREE TO THE ABOVE TERMS AND I WAIVE CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ALSO UNDERSTAND THAT THIS AGREEMENT WILL BE IN EFFECT FOR THE DATE OF SIGNING BELOW AND FOR A FURTHER **ONE****

**YEAR PERIOD** \_\_\_\_ **(Initial)** DATE: \_\_\_\_\_ (M/D/Y)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Please print name clearly