



UBC BODYWORKS MEMBERSHIP AGREEMENT & WAIVER

Name (First, Last): _____ Male Female

Birthdate (M/D/Y): _____ Cell Phone: _____

Home Address: _____ Email Address: _____

Emergency Contact: _____ Phone: _____

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 acknowledge and agree that it is my responsibility to ensure that I am physically and mentally capable to participate in BW programs. I am aware that I must complete a Get Active Questionnaire (GAQ) form prior to participating in any BW program. I understand that I am required to discuss any “yes” responses to the GAQ with the BW exercise physiologist and may be required to obtain clearance from a health care provider prior to participating. Furthermore, I must also provide an updated GAQ form and advise BW staff if my health status changes (applies to all programs/services). I acknowledge that I must report all injuries or illnesses to the staff delivering the program in which I am participating. 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 AND OFF SITE PROGRAM LOCATIONS

General exercise programs and small group 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 3rd class. After the 3rd class, registration is not allowed to minimize the risk of injury as the classes will have progressed in intensity.
- 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 is required with all forms completed prior to starting.

Programs for specific populations - I understand that:

- By registering for a specific program offered through BW, I am required to continue to fulfill obligations from the program through which I was referred to BW, such as check ins and follow up assessments if applicable, in addition to the exercise programming and assessments provided by BW.
- My attendance in the program will be recorded and that failing to attend sessions without providing notice and an explanation for the absence may result in me losing access to the program.

COMMUNICABLE DISEASE PREVENTION POLICY:

I agree to follow the transmission prevention strategies described within the UBC Communicable Disease Prevention Framework 2022 (*UBC Safety & Risk Services website*). I will assess myself for signs and symptoms associated with COVID-19 prior to attending any BW program session and I will not attend if I am experiencing any signs or symptoms. I will clean the exercise equipment I use after I am finished. I understand that my BW program session may need to be modified should there be changes to the Communicable Disease Prevention Framework that recommend additional precautions.



REFUND POLICY:

I am aware that the UBC BW Fitness Centre does not grant refunds or expiration date extensions for sessions purchased, regardless of method of payment, unless for medical reasons (a note from a physician is required); or there is an extended work-related leave of absence (employer note required). Withdrawals prior to the start of a program with a \$25 administrative fee, regardless of the amount of time between registration and withdrawal. The balance may be refunded or credited to the account. All sessions purchased are non-transferable nor refundable once expired. I understand that the facility operations could undergo renovations, in which I will not be refunded for the allotted days of closure. For program cancellations due to COVID-19, please see up to date information on the BW website. For offsite community centre programs, withdrawal is at the discretion of the community center with the applicable withdrawal fee.

INFORMED CONSENT

I, the undersigned do hereby acknowledge my consent to join an exercise program and undergo an assessment of my physical activity, sedentary behaviour, lifestyle and fitness per the requirements of the particular program. This BodyWorks assessment will be administered or overseen by a CSEP Certified Personal Trainer® or CSEP Certified Exercise Physiologist® and may include questions about my lifestyle, as well as measures of my vital signs, anthropometrics, aerobic and musculoskeletal fitness and balance. I understand that the assessment will be used to determine the volume and intensity of the exercise prescription.

I understand that there are small but potential risks during physical activity (e.g., episodes of transient lightheadedness, loss of consciousness, abnormal blood pressure, chest discomfort, leg cramps, nausea), and that I willfully assume those risks. I understand my obligation to immediately inform the Exercise Professional of any pain, discomfort, fatigue, or any other symptoms that I may have during and immediately after the assessment. I understand that I may stop or delay any further exercise at any time if I so desire, and that the assessment may be terminated by the Assessor upon observation of any symptoms of undue distress or abnormal response. I understand that I may ask any questions or request further explanation or information about the procedures at any time before, during, and after the assessment. I have understood and completed a health screening process [e.g., using the Get Active Questionnaire] and have been deemed ready to participate in a fitness assessment and/or become more physically active.

I AGREE THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT

Name (printed): _____

Signature: _____ **Date(M/D/Y):** _____

Witness Name (printed): _____

Signature: _____ **Date(M/D/Y):** _____

Exercise Professional Name (printed): _____

Signature: _____ **Date(M/D/Y):** _____



**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, including my own or other at home and/or facilities (for online programs).

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