

ANNUAL MEMBERSHIP TERMS & CONDITIONS

1. This contract is between Westside Recreation Centre (WRC), a facility operated by Westside Regional Recreation Society, and the individual member named in this form and all family members, if applicable.
2. For most people physical activity should not pose any problem or hazard. However, physical activity might be inappropriate for a small number of individuals who should have medical advice concerning the type of activity most suitable for them. **If any of the following circumstances apply, I (we) must consult my (our) physician:**
 - A doctor has said I have a heart condition;
 - I feel pains in my chest when I do physical activity;
 - I lose my balance because of dizziness;
 - A doctor is currently prescribing drugs for my blood pressure;
 - A doctor has told me that I have a bone or joint problem such as arthritis that might be made worse by change in physical activity; or
 - I know of any other reason why I should not do physical activity.
3. By using these facilities **I (we) freely and voluntarily assume the risks and hazards inherent to the nature of these facilities, and activities therein**, and understand and acknowledge that I (we), as a participant(s), may suffer personal and potentially serious injury.
4. Membership in WRC is annual and non-transferable to another party. Expiration occurs twelve (12) months subsequent to membership commencement. **Cancellation of this contract prior to the expiration date will be subject to cancellation fees.**
5. Planned and unscheduled maintenance occurs as part of WRC regular operations. Shutdown periods vary by amenity. Reduced schedules or activities may occur in some areas while others may require complete closure. **Memberships are not extended, discounted, refunded or otherwise compensated for these events.**
6. **I (we) accept liability for payment of all charges under this contract.** Payment options include payment in full or a 120-day payment plan. Under the 120-day payment plan, a 20 per cent down payment plus a \$25.00 financing fee is required upon membership commencement. The remaining balance is due in four (4) equal installments at 30, 60, 90, and 120 days and must be secured with post-dated cheques or a valid credit card. Service charges will be applied to any returned or declined items. Failure to pay outstanding balances within 30 days will result in automatic cancellation of membership(s) with no refund. Repeat default of installment payments may result in cancellation of membership and restriction to future payment plan options.

7. Dependent children and student dependent children are defined as the legal children of an adult member and must reside at the adult member's address. Proof of this may be required. Student dependent children must provide documentation confirming their full-time school status. **Dependant and student dependent children memberships will expire concurrent with the expiration or cancellation of the adult membership** and fees are not prorated.
8. **Members are required to present a valid membership identification card at the time of entry for each visit.** Your card provides access for you exclusively and cannot be used by anyone else. Protect your card and report loss immediately. Lost, stolen or misplaced membership identification cards are subject to a replacement fee.
9. WRC reserves the right to cancel or suspend my (our) membership without notice or refund. Cancellation or suspension may occur, but is not limited to, the following circumstances:
 - Failing to pay any amount I (we) owe to WRC when due;
 - Using WRC equipment or facilities in a way that adversely affects WRC, its employees or other members;
 - Providing false or misleading information; or
 - Violating the terms and conditions of WRC membership
10. **WRC is not responsible or liable for personal property** that is lost, damaged or stolen while I utilize the WRC facility or grounds.
11. I (we) confirm that the information filled out on this form is up-to-date and accurate and that I (we) agree to notify WRC of any change in the information provided.
12. WRC reserves the right at any time to modify this contract and to impose new or additional terms or conditions regarding membership and/or the facility. Such modifications and additional terms and conditions will be effective immediately and incorporated into this contract. **I (we) acknowledge that continued use of WRC will be deemed acceptance thereof.** Current contract terms and conditions are available at westsiderec.com
13. **If I (we) choose to renew my (our) annual membership(s), I (we) agree the terms and conditions of this contract will continue to apply** and be in full force and effect.
14. I (we) acknowledge that I (we) have read the information on this form, including all the terms and conditions, and accept those terms.