



# The Corporation of the Town of Bancroft

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## Fitness Centre Membership Form & Waiver

Name		Date of Birth	
Address			
Phone Number			
Email Address			
Emergency Contact			
Emergency Contact Phone Number			
Medications			
Medical Conditions			

### Membership Rates & Fees

Student Rates apply for all members aged 15-18, or members with a valid student ID card. We reserve the right to request proof of student ID at any time. A non-resident user fee of \$5.00 per month applies to those users who are non-residents of the Town of Bancroft.

<b>Student Monthly</b>	\$20	<b>General Monthly</b>	\$30
<b>Student Yearly</b>	\$200	<b>General Yearly</b>	\$300
<b>3-Day Pass</b>	\$10	<b>Replacement Card Fee</b>	\$20

I understand that card sharing is prohibited and shall result in membership termination. Initial \_\_\_\_\_  
I understand that if my card is lost/stolen/damaged I will be charged a replacement fee. Initial \_\_\_\_\_

### Rules & Regulations

- Members must follow all Town of Bancroft Fitness Centre Rules and Regulations.
- Members must be 15 years old or older, children 14 and under are not permitted in the facility.
- The Town of Bancroft is not responsible for lost or stolen items.
- Outdoor shoes are to be removed prior to entering the fitness facility.
- Clean, indoor, closed-toe, athletic shoes and proper fitness attire is required.
- Outside or personal equipment is not permitted in the facility.
- All equipment shall be wiped down before and after use.
- All equipment shall be returned to its original location in an organized fashion.
- There is a zero-tolerance policy for inappropriate behaviour.** This includes but is not limited to weapons, foul language, damage, abuse, sexual harassment, theft, spitting, monopolization of equipment, drug use, alcohol use, intoxication, and soiling of equipment.
- Memberships may be cancelled any time, and will be refunded pro-rated by the month, at the sole discretion of the Town of Bancroft Staff.
- Contravention of the above may result in membership suspension or termination at the sole discretion of Town of Bancroft Staff, any fees paid will be refunded pro-rated by the month.
- We reserve the right to cancel memberships at any time with or without cause and/or notice.
- Rules, regulations, rates, fees are subject to change at any time.

## WAIVER

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.**

In consideration of the acceptance of my membership form and permission to participate as a member of the Corporation of the Town of Bancroft Fitness Centre (hereafter referred to as "the Town"), and to use its equipment and facilities, now and in the future, I hereby agree to release, indemnify and discharge the Town, its agents, owner, shareholders, directors, officials, servants, partners, managers, employees, manufactures (hereafter referred to as the "released parties"), on behalf of myself, my spouse, children, parents, heirs, assigns, personal representatives and estate as follows:

1. I acknowledge and understand that activities and use of the Town's facilities, buildings, property, programming, courses and equipment entails known and unknown/unanticipated risks that could result in injury, paralysis, death, or damage to myself, to property, or to third parties that may result from such participation or use, including all associated legal risks. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity, and hereby voluntarily assume all risks associated with my use or participation. I hereby voluntarily release and forever discharge the "released parties" from any and all claims, demands, or causes of action, which are in any way connected with or related to my participation in or my use of the Town's equipment, facilities, buildings, programs, or classes, including claims resulting from my own negligence, or that of the Town its employees or agents.
2. I agree to fully indemnify and hold harmless the "released parties" for and against any loss, damages, liability, expenses and costs from my participation and use of equipment, programming, classes, buildings, property, and facilities as they exist. I further agree that I will not sue or make claim against the Town for damages or injuries including those so caused by the negligence, breach of contract, or breach of any statutory or other duty of care, by nay party, which includes any duty of care owed under the OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. O.2 , as it exists now or as may be amended in the future, or other faults of the "released parties". I further understand and agree that the Town will not pay for any costs or expenses incurred by me if I and/or my child/ward are injured.
3. I agree that by signing this agreement, if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I, \_\_\_\_\_, hereby certify that I have been offered a copy of this Waiver and I have been advised to read it carefully. I further certify that I understood the content of the agreement and I agree to be bound by its terms. **I understand that by signing this waiver, I am giving up legal rights, including the right to sue.**

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date (dd/mm/yyyy)

\_\_\_\_\_  
Signature of Parent/Guardian (if under 18)

\_\_\_\_\_  
Date (dd/mm/yyyy)

NOTE: PAR-Q forms are only valid for 12 months or until health conditions change, you shall be required to update this form on an annual basis, at a minimum.

### OFFICE USE ONLY

PAR-Q and You

Date Received:

Waiver

Date Received:

Doctor's Note (if applicable)

Date Received:

Swipe Card

Number Issued: