

**MEMBERSHIP/PASS APPLICATION**

Name: (Surname): \_\_\_\_\_ (First Name): \_\_\_\_\_

Home Address: \_\_\_\_\_ City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

VGH Department: \_\_\_\_\_ Building: \_\_\_\_\_ Room: \_\_\_\_\_

Home Phone #: ( ) \_\_\_\_\_ Work Phone #: ( ) \_\_\_\_\_ E-mail address: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone #: ( ) \_\_\_\_\_

**Membership/Pass Type: (please check one)**

**Payroll Member - \$12.00/paycheque\*** Employee ID/Swipe Card Number#:

\*regular (non-casual) VCH payroll employees only

Payroll deduction members must remain so for a **minimum period of 6 months**. Membership cannot be cancelled prior to this time with the exception of job loss, long-term injury or illness accompanied by Doctors note, or employer granted LOA for longer than 6 weeks.

*Be sure to **suspend** your membership prior to long term leave by letting the attendant know to discontinue the charges.*

**Non-Payroll Member (Credit Card Only)**

\$20.00 for Security Swipe Card\*\*      Security Swipe Card#: \_\_\_\_\_  
\*\*Non VGH Employees

\$280.00 includes GST for 1 year      Expiry Date: \_\_\_\_\_

\$150.00 includes GST for 6 months      Expiry Date: \_\_\_\_\_

\$80.00 includes GST for 3 months      Expiry Date: \_\_\_\_\_

\$30.00 includes GST for 1 month trial      Expiry Date: \_\_\_\_\_

**Senior Member (Age 65+) (Credit Card Only) - \$200.00 includes GST**

This membership is for a period of 12 months.      Expiry Date: \_\_\_\_\_

\$20.00 for Security Swipe Card\*\*      Security Swipe Card#: \_\_\_\_\_  
\*\*Non VGH Employees

**10-Pack Pass (Credit Card Only) - \$75.00 includes GST**

The 10-Pack pass consists of 10 single use passes.

**Drop-in Pass (Credit Card Only) - \$8.00 includes GST**

**Applicant's signature:** \_\_\_\_\_

**Date signed:** \_\_\_\_\_

**OFFICE STAFF USE ONLY**

Total Amount Received: \$ \_\_\_\_\_

Visa  MC

Authorization # (From Receipt): \_\_\_\_\_

Staff Signature \_\_\_\_\_ Date \_\_\_\_\_

## VGH Fitness and Wellness Centre Member Agreement

---

Welcome to the VGH Fitness and Wellness Centre. The following is your Member Agreement (“this Agreement”) and outlines the terms and conditions between you (the “Member”) and Vancouver Coastal Health Authority (“VCHA”) for access and use of the VGH Fitness and Wellness Centre facilities.

### 1. Term

- Payroll Members (regular non-casual VCHA payroll employee): The term of this Agreement is six (6) months. After the initial six (6) month term, the membership continues until cancelled in accordance with Section 3 below. Once cancelled, payroll deductions may not be restarted until after eight (8) weeks of intermission.
- Non-Payroll Members: The term of this Agreement is \_\_\_ month(s), as set out in the Membership/Pass Application. \_\_\_\_\_  
*Initial*
- Senior Members: The term of this Agreement is 12 months.
- 10-Pack Pass (10 single use passes) & Drop-in Pass (single use): Each time you purchase a 10-Pack Pass or Drop-in Pass you enter into a new Agreement with VCHA.

### 2. Payment

- Payroll Members: Payment will be made via automatic payroll deduction at \$12.00 per paycheque.
- Non-Payroll Members: The Member agrees to pay the dues of \$ \_\_\_\_\_ for \_\_\_ month(s) by credit card only.
- Senior Members: The Member agrees to pay the full amount of \$200.00 at the time of entering into this Agreement.
- 10-Pack Pass: The Member agrees to pay the full amount of \$ \_\_\_\_\_ at the time of entering into this Agreement.
- Drop-in Pass: The Member agrees to pay the full amount of \$ \_\_\_\_\_ at the time of entering into this Agreement.

### 3. Cancellation and Refunds

- Payroll Members, Non-Payroll Members & Senior Members: The Member may cancel this Agreement after their membership term is complete. Payroll Members are required a minimum of six (6) months before they may cancel their membership. At any time during the term if there is a significant change in the Member’s personal circumstances of the facility and services available to the Member, the Member must provide to VCHA 30 days notice of cancellation in writing. For Non-Payroll Members and Senior Members, refund of the security swipe card will be returned to the original form of payment only. We will not be refunding in cash, or debit. Refund of the deposit is only done upon return of the security swipe card. \_\_\_\_\_  
*Initial*
- VCHA, at its absolute discretion, may suspend or cancel the rights, privileges or training of the Member, for any reason at any time. The reasons include, but are not limited, to: failing to comply with the VGH Health and Wellness Centre rules, regulations and policies, including the Code of Conduct, and/or willful misconduct. The Code of Conduct is given to the Member upon membership/pass registration and is also posted throughout the VGH Fitness and Wellness Centre for the Member’s review. No refund of prepaid membership/pass fees (including class packs) will be made.
- **Notice of Right of Cancellation: (Section 25 of the *Business Practices and Consumer Protection Act, SBC 2004, c 2* (the “BPCPA”))**
  - The BPCPA applies to this Agreement
  - The Member may cancel this Agreement for any reason by giving notice of cancellation to VCHA not later than 10 days after the date that the Member receives a copy of this Agreement

- The Member must give notice of cancellation by a method that will allow them to prove that they gave notice, including registered mail (to VGH Fitness and Wellness Centre, Heather Annex, 855 West 12<sup>th</sup> Avenue, Vancouver BC V5Z 1M9), electronic mail (to vghfitnessandwellnesscentre@vch.ca), or personal delivery
- If the Member sends their notice of cancellation by registered mail or electronic mail, it does not matter if VCHA receives the notice after the 10-day period as long as the Member sent it within the 10-day period
- After 10 days, this Agreement is non-cancelable, non-transferable and non-refundable (see above for 30-day written cancellation notice for Payroll Members and Non-Payroll Members.)

#### 4. Liability

- To the extent permitted by law, VCHA shall not be liable or responsible to the Member for any direct, indirect or consequential injury, loss or damage to the Member or the property of the Member whatsoever and howsoever arising (except as prevented by statute).

#### 5. Entitlement

- The Member acknowledges that provision of services provided by the VGH Fitness and Wellness Centre may not change and for the purposes of this Agreement, is based on “entitlement” to use and not on actual use. The Member agrees to be bound by the rules and conditions of the VGH Fitness and Wellness Centre. VCHA may remove the entitlement to use of the VGH Fitness and Wellness Centre if the Member fails to comply with the Code of Conduct, fails to make payment of any fee on the due date or otherwise comply with this Agreement. VCHA reserves the right to revoke membership/pass(es) at any time.

#### 6. Increase in Fees

- Payroll Members: After the Member’s six month term expires, VCHA may increase membership fees with one month’s written notice to the Member.

#### 7. Transfers

- This membership/pass(es) is non-transferable to another person or other service.

#### 8. Policies and Rules

- The Member acknowledges and agrees that they will comply with VCHA’s policies, rules and guidelines, as amended, with respect to their attendance and use of the VGH Fitness and Wellness Centre facilities, including compliance with the Code of Conduct and Cancellation Policy.

#### 9. Entire Agreement

- The Member, acknowledges that they have carefully read and agree to this Agreement, and completed the Participant Release of Liability, Assumption of Risk, Waiver of Claims and Indemnity Agreement and Photograph/Image Waiver forms which form part of this Agreement.

By signing below, the Member acknowledges they have read, understood and agree to the terms and conditions of this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

---

Applicant Name

---

Applicant Signature

**VGH Fitness and Wellness Centre  
Code of Conduct**

---

We may publish and amend this Code of Conduct without advanced notice to you. You are encouraged to reference a hard copy of this Code of Conduct posted at the VGH Fitness and Wellness Centre, which is the most current.

**1. Members**

- Only persons 19 years or older may access the VGH Fitness and Wellness Centre.
- Members may not permit others to use their access card, nor admit non-members into the VGH Fitness and Wellness Centre at any time.
- VGH may impose a fine of \$20.00 or cancel your membership/pass(es)/free trial workout session if you breach this Code of Conduct.
- Members must complete and submit to the VGH Fitness and Wellness Centre a Membership/Pass Application, which includes:
  - Participant Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement, Photograph/Image Waiver and agreements to the Cancellation Policy and Code Of Conduct.
- You will not be allowed to access the Wellness Centre until these documents have been reviewed by Wellness Centre staff. If unable to complete these documents online prior to your session, hard copies and pens will be provided by Wellness Centre staff.

\_\_\_\_\_  
*Initial*

**2. Conduct**

- Members must be respectful and courteous to VGH Fitness And Wellness Centre staff and other members at all times.
  - Shouting, harassing behavior and foul language are not tolerated
  - Proper workout attire is required. Open-toed shoes and inappropriate clothing are prohibited.
- MEMBERS ARE NOT ALLOWED TO WEAR SCRUBS OR ANY HOSPITAL, HOUSEKEEPING OR FOOD SERVICES UNIFORMS DURING THEIR WORKOUT!**

\_\_\_\_\_  
*Initial*

**3. Use of Equipment and Lockers**

- Workouts must be limited to 30 minutes on the cardiovascular machines when others are waiting
- Dropping/slaming weights or placing weights on benches are prohibited
- Use spotters when necessary
- Use collars and pins to secure weights
- ALL EQUIPMENT INCLUDING BARBELLS/DUMBBELLS, WEIGHTS AND BENCHES **MUST** BE WIPED DOWN BEFORE AND AFTER USE.
- Barbells/dumbbells and weight plates must be returned to racks after use
- Follow the rules for proper and safe use of the equipment as instructed by VGH Fitness and Wellness Centre staff
- Members should store their personal belongings in lockers and may not leave them in the activity areas
- Day-use lockers may only be used during your workout time. Locks WILL be cut off if left on overnight.

\_\_\_\_\_  
*Initial*

**4. Other Rules**

- No food or open beverages are permitted in activity areas
- Smoking, tobacco and gum are prohibited
- Pets are not allowed, except guide/aid animals
- No external/private personal training permitted
- Report equipment maintenance problems or other facility problems to VGH Fitness And Wellness Centre staff.

\_\_\_\_\_  
*Initial*

**5. Temporary Measures During COVID-19 (until further notice)**

**Please note that the following temporary measures are in place until further notice and are subject to change without advanced notice. Please read the following measures carefully as they may affect the terms set out in Sections 1 through 4 above.**

- Members will not access the VGH Fitness And Wellness Centre if they have COVID-19 like symptoms or become infected with the virus.
- If members exhibit COVID-19 related symptoms, they will be denied entry into the VGH Fitness And Wellness Centre and will be asked to return home to self-isolate and contact the appropriate Health Authority at \*811.
- Masks are not mandatory, but are encouraged
- Members are encouraged to arrive in their workout attire, however, showers and change rooms are available for member's use.
- Lockers are available for use and must be sanitized after vacating.
- Used towels must be placed in the towel bins with blue bags located next to the towel rack.
- We encourage the use of contactless payment instead of cash/cheque whenever possible.
- We encourage members to bring their own gear for personal use whenever practical to reduce sharing of equipment.

\_\_\_\_\_ *Initial*

Any violation of this Code of Conduct or other inappropriate behavior may lead to removal from and/or suspension of your membership/pass privileges.

**By signing below, you acknowledge that you have read, understood and agreed to comply with this Code of Conduct.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## Photograph/Image Waiver Form

**PLEASE READ CAREFULLY.**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.**

### **Informed Consent**

The photograph we will obtain from you will be kept on file in accordance with industry regulations. The photograph allows us to identify you with your membership, to protect you against identity theft and to comply with legal and regulatory requirements. Only authorized individuals and entities will have access to this information. All information is confidentially deleted when your membership is formally cancelled.

**By signing below, you acknowledge that you have read, understood and agreed to comply with this Photograph/Image Waiver Form.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Witness (Print)

\_\_\_\_\_  
Applicant (Please print name clearly)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Applicant Signature

**Participant Assumption of Risk, Release of Liability,  
Waiver of Claims and Indemnity Agreement**

**PLEASE READ CAREFULLY.**

**SIGNING THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS.**

**To:** Vancouver Coastal Health Authority (“VCHA”) and its directors, officers, employees, agents, contractors (including contracted instructors), representatives, successors and assigns (together, the “**Releasees**”)

In this Release Agreement, the term “**fitness activities**” includes all training, orientation, lessons, instructions, programs, events, classes, sessions, services and use of facilities and equipment at the VGH Fitness and Wellness Centre.

I, the Releaser signing below, wish to attend and participate in the fitness activities. In consideration of VCHA permitting my attendance of and participation in the fitness activities I agree as follows:

**Assumption of Risk:**

1. I am voluntarily attending and participating in the fitness activities, with knowledge of the risks, hazards and dangers involved, which can result in serious injury, death or illness. Exposure to infectious disease, including COVID-19 and any of its variants (“**COVID-19**”), is one of the risks of attending and participating in the fitness activities. I understand that COVID-19 is a novel and contagious virus that can be transmitted through person-to-person contact or through shared contact points and that fitness-based activity creates a high risk environment for the transmission of COVID-19. While VCHA and VGH Fitness and Wellness Centre staff have taken certain measures to mitigate the spread of COVID-19 at the VGH Fitness and Wellness Centre, I acknowledge that no such measures are guaranteed to prevent my exposure to COVID-19.
2. I will not attend and participate in the fitness activities unless I am physically able to do so safely and without injury to myself and others. I am not aware of any injury or disability which would affect my ability to participate in the fitness activities in a safe manner. I take sole responsibility for my safe attendance of and participation in the fitness activities.
3. VCHA will not be liable or responsible for, and I accept for myself the full liability and responsibility for, any and all illness, injury, loss, damage or expense of any kind (including but not limited to personal injury, property damage, disability and death) which may occur as a result of my participation in the fitness activities.
4. I have read, understood and agreed to abide by the Code of Conduct provided by VGH Fitness and Wellness Centre staff and VCHA for my safe attendance of and participation in the fitness activities.
5. I have had the opportunity to seek independent legal advice regarding this Agreement and either confirm that I have done so or have independently and of my own volition decided against seeking such legal advice.

<b>Initial Here</b>	
-------------------------	--



**Release of Liability, Waiver of Claims and Indemnity:**

I hereby agree:

1. **TO RELEASE AND WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Releasees** from any and all liability for any illness, injury, loss, damage or expense of any kind (including but not limited to personal injury, property damage, disability and death) that I may suffer or that any other person may suffer, resulting from, arising out of, or in connection with my attendance of and participation in the fitness activities, DUE TO ANY CAUSE WHATSOEVER, including without restriction, claims arising from the condition of the VGH Fitness and Wellness Centre premises or facilities, from the conduct of other persons attending the VGH Fitness and Wellness Centre, or from negligence, breach of contract, breach of warranty in respect of the design, manufacture, selection, installation or maintenance of equipment, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act* RSBC 1996, c 337 (as amended), on the part of the Releasees. I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in the fitness activities; and
2. **TO INDEMNIFY AND HOLD HARMLESS the Releasees** from and against any and all claims, demands, actions, causes of action, damages, judgments, costs or expenses (including reasonable legal fees), which arise from or in any way connected with my attendance of and participation in the fitness activities, including claims from third parties.

<b>Initial Here</b>	
-------------------------	--

This Release Agreement will be effective and binding on my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity. This Release Agreement and the rights, duties and obligations between the parties to this Release Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia. Any court proceedings involving the parties to this Release Agreement will be brought within the Province of British Columbia and will be within the exclusive jurisdiction of the Courts of the Province of British Columbia. If any portion of this Release Agreement is found to be void or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

**I confirm that I have read and understand this Release Agreement and have been given the opportunity to obtain any advice I deem necessary. I understand that by signing this Release Agreement I am giving up legal rights which I or my heirs, next of kin, executors, administrators, assigns, or representatives may have against the Releasees. I am aware that this is an ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS and INDEMNITY AGREEMENT between me and the Releasees and that I sign it of my own free will.**

**THIS IS AN IMPORTANT LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.**

**By signing below, I acknowledge I have read, understood, and agree to this Release Agreement.**

\_\_\_\_\_  
Witness (Print)

\_\_\_\_\_  
Releasor (Please print name clearly)

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Releasor Signature

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number