



Name: _____

LAKESIDE MULTIPLEX MEMBERSHIP AGREEMENT

Benefits of membership:

1. Members are entitled to unlimited access to the fitness facility. Access will be given to squash/racquetball court, and climbing wall during business hours¹, and when not occupied by a club or class.
2. Members will receive a 40% discount on all rental fees. Members are encouraged to bring their own equipment.
3. Members will be offered discounts on certain fitness classes or events. There may also be free events for members only.
4. If members have been issued an outside door key to the fitness centre, they are allowed 24/7 access to that facility only. Due to safety regulations related to ice plant facility, these hours will be reduced to 6am-10pm during the fall/winter months.

Membership Policy

1. Memberships are to be used by the member only and are non-refundable. Exceptions for refund/extension are made for injury or illness only. Written documentation must be provided by your physician or physiotherapist within two weeks of illness or injury. The refund will be prorated according to the amount of time left before the membership expiry.
2. Memberships are not transferable to caregivers; they must either hold a membership in their own name or pay the posted drop-in fee at each visit when participating in any activity in the facility.
3. Minimum age for an individual membership is 14 years, and identification is required. Members 14 to 17 years of age must have parent's signed permission and attend a weight room orientation prior to commencing their membership.
4. Members must swipe their member identification card at each visit prior to entering any of the facilities. There is a replacement fee for lost or stolen cards. Membership fraud is treated seriously and results in membership suspension.
5. 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, you must consult your physician prior to commencing physical activity:
 - A doctor has said you have a heart condition
 - You feel pains in your chest when you do physical activity
 - You lose your balance because of dizziness
 - A doctor is currently prescribing drugs for your blood pressure
 - A doctor has told you that you have a bone or joint problem such as arthritis that might be made worse by change in physical activity; or
 - You know of any other reason why you should not do physical activity

¹ Scheduling ahead may be necessary for the squash/racquetball court.



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The Village of Burns Lake reserves the right to cancel or suspend your membership without notice or refund. Cancellation or suspension may occur, but is not limited to, the following circumstances:

- Using equipment or facilities in a way that adversely affects Multi-Use Centre, its employees or other clients;
- Use of abusive language or behaviour;
- Providing false or misleading information;
- Unsafe behaviour on any equipment.

Facility Rules:

Fitness Centre:

- You must be 16 years of age to use this room or be under the direct supervision of an adult.
- Proper exercise attire (shirt and shorts) and athletic shoes required.
- No food or drink allowed in the weight room (a plastic water bottle with a lid is acceptable).
- Always remove weights from bars and return all weights to proper racks return additional machine weights and bench/incline pins to standard position.
- When using the free weights, always use spotters.
- Do not drop bars or lean plates against equipment.
- Do not alter or abuse machines and free weight area with reckless technique or improper use.
- Do not lean against or put your hands on the mirrors.
- Horseplay or unsafe activity is not acceptable behaviour in the weight room.
- No tobacco products allowed in the weight room.
- We encourage you bring your own towel to wipe the machines after use; we will not provide towels for personal use. The machines will be cleaned daily by facility personnel.
- Personal music players and iPods are encouraged; any larger devices will not be permissible.
- The use of profanity will not be tolerated.
- Do not prop open doors to the weight room.
- No, book bags, fanny packs, jackets, etc. should be left lying on the floor.
- Slamming or dropping weight stacks or free weights is prohibited.
- Medical check-up and approval by personal physician before participation in any physical activity is highly recommended especially for men over 40, women over 50, and persons with any potentially limiting physical condition (pregnancy, back or heart problems, diabetes, etc.).
- A Spotter Must Be Used on all Free Lifting Stations. Example: Bench Press, Incline Press, Squats, Power Cleans, etc..
- Keep hands, feet, hair, etc. away from moving machine parts.



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- Do not hang, climb, jump, etc. on the equipment.
- No equipment shall leave the weight room at any time.
- Use of cardio equipment limited to 20-minute intervals when busy and Individuals are waiting.
- Do not remain on equipment between sets, be courteous, and leave equipment promptly.
- Wipe down equipment as needed after use, paper towels and disinfectant provided.

ID Fobs:

- I.D. fobs may not be shared. Anyone found using someone else's I.D. fob will be asked to leave the facility. This could also warrant suspension or termination of the membership.
- A \$10 fee will be charged to replace a lost or damaged Fitness Center I.D. fob.
- No tailgating; do not allow other people to tailgate.

Participants Exercise at Their Own Risk!

We strongly recommend that all individuals consult a physician before beginning any physical activity.

Failure to adhere to any policies may result in loss of privileges.

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Racquetball/Squash

Racquetball and/or squash may be available in accordance with the terms of your membership. Additional fees may be charged. Eye guards should be worn for your safety. Please follow all posted signs carefully. Advance reservations privileges vary by membership plan-please consult your contract and your club for specific privileges. Racquetball and squash reservations are taken by phone or in person at the front desk. Time of play is limited to one hour. No gym bags or any equipment may be left outside the court. Court time will be forfeited and full court fees charged if you fail to arrive within 15 minutes after your scheduled time. Full court fees may also be charged if you fail to cancel a court reservation at least three hours in advance.

All players must check in at the Control Desk prior to entering their reserved court. ID is required for verification. Failure to check in by 15 minutes past the scheduled playing time will result in court forfeiture and courts will be reassigned to those on a first come, first served basis

1. Must receive proper advance training to be authorized to move racquetball/squash walls.
2. Racquets and balls are available for use at the equipment room. Equipment borrowers assume full responsibility for equipment issued.
3. Courts are open during posted hours.
4. Users are strongly encouraged to wear protective eye gear when using the courts.
5. Appropriate exercise attire such as t-shirts; soft-soled, non-marking closed toe athletic shoes; and athletic pants/shorts is required at all times. Sandals, bare feet, jog bras, steel-toed boots and jeans are not permitted.
6. Personal belongings must be kept in a locker or cubby where they are available.
7. Water must be in enclosed, unbreakable container. Food, chewing gum and drinks are prohibited.
8. The use of cell phones is prohibited.

Racquetball and Squash Court Reservations

1. Courts are available for reservation by members and may be reserved up to one day in advance by coming in person during regular hours of operation. Member ID information will be required at time of reservation request.
2. Members/groups may not book more than 1 hour of playing time per day without advanced PERA department approval.

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Climbing Wall

General

1. Before using the wall all users must check in the front desk and be given a wall orientation.
2. Please use family-friendly language only.
3. Every climber must sign a waiver of liability (Appendix C). Any climbers under the age of 18 must have a waiver signed by their parent or legal guardian
4. Use of the facility while under the influence of alcohol or drugs is prohibited
5. In order to belay, belayers must be experienced, and complete a belay test with qualified staff. No instruction will be given by staff before the test takes place. Those who have no experience must take a beginners rock climbing training course, which will be offered intermittently throughout the year.
6. If a belayer is absent for longer than one year from the climbing wall, they must retake the belay test.
7. Only the wall surface and climbing holds may be used for climbing.
Never place fingers, hands, or feet on the metal bolt hangers or anchor chains.
8. Never climb past, or unclip, the top climbing anchors.
9. Proper athletic attire must be worn; shirts must be worn at all times.
10. Remove rings, wrist jewelry, and all other loose jewelry before climbing. Tie back long hair.
11. No eating or drinking in the climbing wall area except for water bottles.
No chewing gum allowed in the climbing wall area. Clean, dry, indoor-only footwear must be worn.
12. The ropes to the left and right of the right angle corner in the climbing wall (ropes 4+5) may not be used simultaneously.
13. Climbers may only bring the equipment necessary for climbing on to the wall.
Never drop anything while climbing on the wall.
14. Chalk must be used respectfully.
15. Climbers may only climb the routes designated for the rope to which they are attached.
16. Only staff is authorized to set routes and perform maintenance on the walls. If you would like to set a route, do so with staff permission and supervision.
17. Do not walk under climbers or ropes. Do not swing on the ropes.
18. Please belay from a standing position
19. Climbing commands must be used at all times.
20. Staff has the right to check your personal climbing equipment for safety concerns.
21. Every climber must use a figure eight follow-through knot and barrel knot.
22. If the Rockwall staff have not personally shown or authorized you to do something, do not do it.
23. Staff has the right to enforce any additional rules if they feel the situation is unsafe.

Bouldering Policies

1. The feet of the climber may be no higher than the red line at any time while bouldering.
2. Mats must always be in place while bouldering.
3. Do not boulder under another climber.
4. Always land on your feet when bouldering
5. Always keep personal gears away from the bouldering wall landing area.
6. Spotters are strongly recommended.
7. While bouldering, be aware of launching or throwing for a move with other climbers and bystanders nearby.
8. While watching others boulder, please stand out of the way of their fall line.



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Belayer Competencies

Those members of the public wishing to belay other visitors must:

1. Be of 13 years of age or older;
2. Successfully complete the belay test
3. Demonstrate proper safety techniques at all times;
4. Retake the belay course if absent from the wall for more than one year.

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THE CORPORATION OF THE VILLAGE OF BURNS LAKE

RELEASE OF LIABILITY/WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

WARNING: THIS FORM IS AN IMPORTANT LEGAL DOCUMENT THAT EXPLAINS THE RISKS YOU ARE ASSUMING BY BEGINNING AN EXERCISE PROGRAM. IT IS CRITICAL THAT YOU HAVE READ AND UNDERSTAND THIS DOCUMENT COMPLETELY. IF YOU DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT, IT IS YOUR ULTIMATE RESPONSIBILITY TO ASK FOR CLARIFICATION PRIOR TO SIGNING IT. BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, AND YOU WILL ACCEPT FULL LEGAL RESPONSIBILITY FOR ANY INJURY TO YOUR MINOR CHILD. PLEASE READ CAREFULLY.

To: The Corporation of the Village of Burns Lake, and to their respective directors, officers, employees, agents, volunteers, contractors, successors and assigns (collectively the "Releasees").

This agreement relates to the use of the climbing wall, squash and racquetball court, gym, Babine and Decker Room and related equipment and programs at the the Village of Burns Lake Multiplex (the "Multiplex") by yourself, child or children whose names are printed below (the "minor child").

ASSUMPTION OF RISKS

1) Rock Climbing Users: I am aware that the sport of indoor rock climbing has inherent risks, and I have full knowledge of the nature and extent of the risks associated with rock climbing, particulars of which include but are not limited to:

- All manner of injury resulting from falling while using the climbing walls and impacting against climbing wall faces, protruding ledges or wall supports and collision with the floor, any other permanent or temporary fixture, or other persons
- Rope abrasion, entanglement and other injuries resulting from activities such as climbing, belaying, rappelling and other rope techniques;
- Injuries resulting from dropped items such as climbing hardware, ropes, holds, or falling climbers
- Cuts and abrasions resulting from skin contact with climbing panels
- Defective, dangerous or unsafe condition, failure of ropes, harnesses, climbing equipment, anchors or any part of the climbing structure
- My own health or the health of my minor child including overexertion, fatigue, lack of fitness or conditioning
- Negligence on the part of the Releasees in the operation & maintenance of the Multiplex, including failure to adequately supervise activities
- My conduct, the conduct of my Minor Child, and the conduct of other persons while using the Multiplex.

2) Squash and Racquetball Court Users: I am aware that the sport of squash and racquetball have inherent risks, and I have full knowledge of the nature and extent of the risks associated with squash and racquetball, particulars of which include but are not limited to:

- Choosing not to wear the recommended goggles, resulting in injury
- Being hit by ball or racquet, contact with other players, or contact with the walls of the court, as well as the stresses and strains on the body resulting from strenuous athletic activity
- Rough or dangerous play
- My own health or the health of my minor child including overexertion, fatigue, lack of fitness or conditioning
- My conduct, the conduct of my Minor Child, and the conduct of other persons while using the Multiplex.

3) Gym and Fitness Program Users: I am aware that any exercise and/or fitness program, whether or not requiring the use of exercise equipment, is a potentially hazardous activity. I am also aware that any exercise and/or fitness activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death.

I agree that by participating in these physical exercise sessions or personal training activities, I do so entirely at my own risk. This includes, without limitation,

- My use of all amenities and equipment in the Multiplex and any off-site location and my participation in any activity, class, program, personal training or instruction;
- The sudden and unforeseen malfunctioning of any equipment;
- Our instruction, training, supervision or dietary recommendations.



4) Curling Rink Users: I am aware that any curling program is a potentially hazardous activity. I am also aware that curling activities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a remote risk of heart attack, stroke, other serious disability or death. I agree that by participating in these physical exercise sessions or personal training activities, I do so entirely at my own risk.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY: In consideration of the Releasees allowing me and my minor child to use the Multiplex or to participate in programs at the Multiplex, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my minor child may have in the future against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I or my minor child may suffer or that our next-of-kin may suffer as a result of my or my minor child's use of the Multiplex or participation in programs at the Multiplex DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - negligence or breach of any duty of care on the part of the Releasees in respect of the design, construction, selection, installation, maintenance, operation or supervision of the Multiplex including all associated equipment;
 - 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.303. on the part of the Releasees; and
 - the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards associated with the use of the Multiplex, some of which are listed in the Assumption of Risks section of this Agreement.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my or my minor child's use of the Multiplex or participation in programs at the Multiplex.
3. That I am the parent or legal guardian of the minor child and am executing this Agreement with the full intention that this Agreement will be binding upon myself for all legal purposes.
4. Despite the risks and hazards associated with indoor rock climbing and the use of the Multiplex, and fully understanding such risks and hazards, I wish to use the Multiplex and participate in indoor rock climbing at the Multiplex and I FREELY ACCEPT AND FULLY ASSUME all such risks and hazards and the possibility of personal injury, death, property damage and loss to myself and/or minor child resulting there from.
5. That I am not relying on any representations or statements made by the Releasees as to the condition or safety of the Multiplex or as to my or my minor child's use of the Multiplex or participation in programs at the Multiplex other than as contained on this Agreement.
6. That this Agreement shall be effective and binding on my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
7. That 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 law of the Province of BC and that any litigation involving the parties to this Agreement shall be brought solely with the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

Date: (dd/mm/yyyy)	Name of Minor #1 (Under 19 years of age):	
Printed Name of Adult Participant (19+) or Parent/Guardian of minor	Name of Minor #2 (Under 19 years of age):	
Signature of Adult Participant (19+) or Parent/Guardian of minor	Name of Minor #3 (Under 19 years of age):	



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MEMBERS UNDER 18 YEARS OF AGE

Policy:

- Photo identification with birth date is required upon registration or membership will be declined.
- Signed authorization of parent or legal guardian for the membership is required prior to membership activation.
- Minimum age for use of the climbing gym without parental supervision is 16 years.
- Minimum age for use of the Weight Room is 16 years.
- Must attend an orientation to the weight room.

Parent or legal guardian authorization

I, _____ as parent or legal guardian gives permission for
(Name of parent/Legal Guardian – please print)

_____ Date of Birth: _____
(Name of applicant – please print) (Month/Day/Year)

to register for a community membership at Lakeside Multiplex.

Signature of parent/legal guardian: _____ Date: _____