Recreation Services

Vaughan Fitness Student Membership Application (13-25 Years)

All members or guests must complete this form prior to using the fitness centre. All information is confidential.

- Proof of student enrollment required for Student Memberships (via time table, receipt) for ages 18-25. Must be shown every purchase.
- If under 18 years of age, a consent form must be completed by a legal guardian.
- Form must be filled out and signed by a legal guardian (if applicable) for every membership at the time of purchase, including for day passes.
- A photo is required for all memberships and will be taken at the time of registration.
- You may be required to show identification.

Client Information

First Name: _____ Last Name: _____

Main Phone #: _____ Cell Phone #: _____ Other Phone #: _____

Full Address: _____

Email Address: _____

Date of Birth: _____ Age: _____

Emergency Contact: _____ Main Phone #: _____

School Attending: _____

Membership Type: _____

A free fitness consultation and program design is available to all 3-month and annual members. It is strongly recommended that members take advantage of this professional service before beginning an exercise program. To book an appointment, please speak to fitness staff.

Waiver (Release of Liability, Waiver of Claims and Assumption of Risk Agreement):

BY REGISTERING FOR THIS CITY OF VAUGHAN FITNESS MEMBERSHIP (THE "PROGRAM"), YOU ARE ENTERING INTO A BINDING CONTRACT WITH THE CORPORATION OF THE CITY OF VAUGHAN (THE "CITY"). BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION AGAINST THE CITY AND ANY OTHER RELEASEES AS SET OUT IN THIS AGREEMENT FOLLOWING AN INCIDENT.

PLEASE READ CAREFULLY

In consideration of the City permitting the individual named below to participate in the Program, and for other good and valuable consideration, I agree with all the terms and conditions set forth in this Waiver and Release ("Agreement").
By signing this document, I confirm that I am the individual registering, or am the legal guardian of the individual registering if they are under the age of majority or have a mental disability. ASSUMPTION OF RISKS

I UNDERSTAND that there are inherent risks ("Risks") associated with my participation in the Program. I am aware that these Risks could include but are not limited to: personal injury, death, property damage, theft or loss of personal property or illness (e.g. communicable diseases such as COVID-19 among others). I understand that the Risks may be affected by my state of fitness and health, and to the awareness, care and skill I bring to any activity.

I FREELY ACCEPT AND FULLY AGREE TO ASSUME ALL RISKS that may arise during my participation in the Program, whether those Risks are known or unknown, and regardless of whether they arise from the negligence of the City or otherwise. I also confirm that I have no knowledge of any physical illness or disability that through my participation could prove dangerous or hazardous to my health.
I, my heirs, next of kin, executors, administrators, and assigns (collectively my 'Legal Representatives'), agree:

WAIVER

TO HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE the City, its agents, Council members, officials, officers and employees (collectively the "Releasees") of and from any and all claims, demands, costs, expenses, actions and causes of action whether in law or in equity, in respect of death, injury, loss or damage to my person or property however caused, including without limitation the negligence of the City or any other R leasee arising or to arise by reason of my participation in this Program.

INDEMNITY

TO SAVE AND HOLD HARMLESS, DEFEND AND INDEMNIFY the City from and against any and all claims, demands, actions and causes of action for any personal injury, death, property damage and theft or loss of personal property arising as a result of, or in any way connected with, my pa ticipation in the Program.

ADHERENCE TO CITY GUIDELINES

I UNDERTAKE AND AGREE to comply with all regulations, directions, policies and requirements of the City. Important terms, conditions and policies regarding the Program can be found online on the City's website.

I FURTHER UNDERTAKE AND AGREE to comply with any verbal or written instructions provided by City staff regarding proper use of the facility a dequipment, instructions provided on equipment and rules posted at the fitness centre. I understand that a limited number of City fitness staff are on duty during all operating hours, though there may be times when staff are unavailable for direct supervision in the fitness centre. Prior to using fitness equipment and/or engaging in a fitness activity I am unfamiliar with, I will review and adhere to any posted instructions and make best e forts to obtain guidance from City staff. Fitness centre rules and regulations are subject to change.
The City reserves the right to suspend or revoke any membership in the event of inappropriate behavior and/or failure to follow City of Vaughan rules, regulations or policies by the member and/or member's guest.

HEALTH ADVISORY AND PARTICIPANT RESPONSIBILITY

I ACKNOWLEDGE that I have been advised by the City that participants should always exercise caution to avoid injury, and that if I am pregnant, have a preexisting medical condition, or are unsure about my physical health, I should speak to my doctor prior to starting a new exercise program.

GOVERNING LAW AND JURISDICTION

I AGREE that this Agreement and all terms contained within are governed by the laws of the Province of Ontario and federal laws of Canada appl cable therein. Any claim or cause of action arising under from the individual's participation in the Program may be brought only in the courts of the Province of Ontario, and I hereby irrevocably submit and attorn to the exclusive jurisdiction of such courts.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the City or any other Releasees or their agents with respect to safety other than what is set forth in this Agreement. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

BY EXECUTING this form, I ACKNOWLEDGE that I have had sufficient time to read and understand each term of this Agreement, and that I fully understand its terms and the rights that I am giving up by executing it.

Personal information on this form is collected pursuant to the Municipal Act, 2001, S.O. 2001 c.25, as amended and will be used for the purpose of entering membership information into the City's registration system. Questions regarding this collection may be directed to the Director, Recreation Services, City of Vaughan, 2141 Major Mackenzie Drive, Vaughan, Ontario L6A 1T1, 905.832.8500.

Client Signature: _____ Date: _____

Legal Guardian Signature _____ Date: _____
(if applicant is under 18 years old)

* Must be filled out with each membership application