

Y Membership Terms and Conditions

The YMCA-YWCA of the National Capital Region (Y) is a registered charity (BN:11907 2072 RR0001).

Cancellation Policy

Should you wish to cancel your membership, please visit any of our Membership locations, **allowing 30 days notice**. Your cancellation is not confirmed until you receive written acceptance from the Y. For members who pay annually, a pro-rated refund will be issued by our central accounting department in a timely manner. Please note that all outstanding payments must be paid prior to cancelling. Membership usage is not considered when calculating refunds.

This agreement has a “cooling off” period of 14 days, during which time it may be cancelled in writing with a full refund.

Hold Policy – Y Membership

Y Membership – Health and Fitness can be put on hold for a period of one to six months, should you be unable to participate at the Y. A total of six months of holds is permitted every calendar year. A hold request must be made in writing, and requires the completion of an Account Modification Form, found on our website or at any of our membership locations. A fee will be charged for every month your Membership is on hold for. **A hold request is not confirmed until such times as it has been confirmed in writing (email) by Y staff or an Account Modification Form has been completed.**

Your membership and pre-authorized monthly payments will automatically resume on the date indicated on the Account Modification Form.

Membership Category Modification Policy

Your membership category can be modified, at no extra charge, when the need arises. Requests must be made in writing. For members who pay monthly, the form must be completed no later than seven days prior to your scheduled payment date. For members who pay annually, a modification request can be placed at any time.

Members' Etiquette and Guidelines

Everyone's visit to the Y should be an enjoyable experience. We expect all members, volunteers and staff to treat each other and the facility with dignity in accordance to our core values — caring, respect, honesty and responsibility. To help you in achieving a pleasant and safe experience please be informed of the following expectations:

- Appropriate language and behaviour is expected at all times.
- In all physical activity areas, beverages must be contained in a sealed plastic container.
- Appropriate athletic footwear and exercise clothing is required, when doing physical exercise.
- Please respect the scent free policy of the Y.
- Please be respectful when using a cell phone in Y facilities.

Conditioning Floor:

- Plates and dumbbells are to be returned to designated places or positions on racks.
- Sanitizing stations are located throughout conditioning room. Always disinfect equipment after use.
- Gym bags are not permitted on the floor. A small mesh bag can be used for personal fitness accessories.
- We all count on each other to share equipment, especially between sets.
- Exercises are to be performed in a controlled manner.
- Dropping of dumbbells and plates is not permitted.

Termination of Members

The Y may terminate the membership of any member:

- Without notice and with immediate effect if the member's conduct, is such that in the reasonable opinion of The Y, it may be detrimental to the character or interests of The Y, or is such that it renders the member unfit to associate with other members of the Center.
- Without notice and with immediate effect if the member has committed any breach of these terms and conditions or of the policies and procedures of the Y, as are from time to time in force. For further information of the policies and procedures please visit our website.
- Without notice if any part of the initial membership fee or the monthly membership charge which is due and payable remains unpaid 30 days after the original payment date.

A member whose membership is terminated shall forfeit all the privileges of membership with immediate effect without claim for any refund of his/her initial membership fee or monthly membership charges and shall remain liable for any part of the initial membership fee which remains due and owing to The Y at the date of termination of his/her membership. All decisions of The Y under this clause are final and binding.

Changes to Fees and Membership Conditions

Upon joining the Y, the member is subject to the policies and procedures of membership which are in effect from time to time, including possible changes to fees. Please consult our website for any updates to our membership policies and procedures.

The Y reserves the right to modify membership terms and conditions as well as services being provided to members when deemed necessary.

Waiver of Liability

I am aware that my participation in the services and programs offered by, or associated with the Y exposes me to the risks, dangers and hazards inherent in any physical activity, including without limitation: accidents, illness, injury, malfunction of equipment or of facilities. By engaging any activities, sports, services and programs offered by, or associated with, the Y, I freely accept and fully assume all of the risks, dangers and hazards connected with, or related in any way to, my participation in same, and the possibility of personal injury, property damage, loss or even death resulting therefrom. I also understand that my personal property which I bring to the Y facilities or facilities that Y programs take place in, can be stolen or damaged through no fault of the Y. Accordingly, I agree to assume all risk of damage or loss arising from the loss of my personal property.

In consideration of the Y permitting me to participate in its activities, sports, services and programs, and allowing me to use its equipment, property and facilities, I agree, for myself and anyone entitled to act on my behalf, to:

- RELEASE the Y and its directors, officers, employees, agents, representatives, contractors, volunteers and successors (collectively the “Releasees”) from any and all liability for any loss, damage, injury, death, property damage or expense that I may suffer or that my family may suffer in connection with, or as a result of my participation in said activities, sports, services and programs, due to any cause whatsoever including without limitation the negligence of any of the Releasees;
- WAIVER any and all claims that I have or may in future have against the Releasees, or any of them.

I also understand and agree that while participating in said activities, sports, services and programs I could cause damage or loss to other members and to other people who are at the Y facilities. In the event I cause any damage or loss, whether directly or indirectly and howsoever arising, I will Indemnify and hold harmless the Releasees from and against all claims, judgments, costs and expenses (including legal fees and disbursements) relating to such damage or loss.

Membership Access Policy

Membership cards are required for access to Y facilities. Your membership cannot be transferred to others.

Cards are issued to all Health and Fitness Members and must be scanned at the Membership Service Desk upon arrival. A photo record is required at the time of joining and is retained on our computerized membership system as means of identification.

The Y reserves the right to withdraw all or any part of our physical facilities for short periods of time to carry out routine maintenance and for exhibits/events. All of the Y's swimming pools are subject to a maintenance closure for a period of around three (3) weeks each year. Members will be given advance warning of these times and no refunds will apply in these circumstances provided such circumstances occur no more than 10 times in any 12 month period.

Children and Youth are governed by strict access policies to safeguard all members. They can be viewed on our website.

Program and Camp Refunds

Requests for refunds must be made in writing – by email or mail. The program/camp fee per session, less 25% will be refunded if cancellation occurs with a minimum of two weeks' notice prior to the start of the program/camp. No refunds are offered with less than two weeks notice. There are no refunds for children who are asked to leave program/camp due to behavioural issues.

Requests for transfers must be made in writing – by email or mail. There is no fee for transfers between sessions. All transfers must be completed at least two weeks prior to the session start date.

Personal Training cancellation and refunds are governed by a separate contract that is signed at time of purchase.

Towel Service - PLUS Membership: The maximum number of towels per visit is three. All towels must be returned to the bins by the Membership Service Desk on your way out. Lost or non-returned towels may be charged.

Courses Included in Memberships: In a Y Membership up to two concurrent Pre-Registered Courses are permitted (Some exclusions apply). However, only one of them may be a Swimming Lesson. As an upgrade, unlimited courses can be included (some exclusions apply). Again only one concurrent Swimming Lesson is permitted.

Family Memberships: This consists of an initial three (3) family members residing at the same address. Additional family members can be added for an additional monthly fee. All Family Memberships must include one adult (18Y+).

Couple Memberships: This consists of two adult members (18 and over) residing at the same address.

Physical Condition of Member

The member warrants and represents that he/she is in good physical condition and that he/she know of no medical or other reason why he/she is not capable of engaging in active or passive exercise and that such exercise would not be detrimental to his/her health, safety, comfort or physical condition (excludes Health Conditions that have been brought to the attention of the Center and cleared to exercise).

The member shall not use any facilities whilst suffering from any infections or contagious illness, disease or other ailment or whilst suffering from any physical ailment such as open cuts, abrasions, open sores or minor infections where there is a risk that such use may be detrimental to the health, safety, comfort or physical condition of the other members.

Before participating at the Y, the member must first be familiar with the equipment in the Y and if the member is not familiar it is incumbent upon the member to become familiar with the equipment either through orientation or a Personal Training session. Usage of the equipment is at his/her own risk.

Privacy Statement

The Y is committed to protecting personal information by following responsible information handling practices, in keeping with privacy laws. We collect and use personal data in order to better meet your service needs, to ensure the safety of our participants, for statistical purposes, to inform you about Y programs or services in which you are registered, to complete payment transactions and to satisfy government and regulatory obligations. You may also hear from us periodically about other Y programs, services and opportunities that may interest and benefit you. We do not rent, sell or trade our mailing lists.

Please refrain from taking any pictures that any other member can be identified from, without such member's permission. Please contact the Membership Service Desk for more information.