



## **Membership Agreement Form**

Please check with a physician prior to beginning an exercise program.

### **Continuous Membership**

YMCA memberships automatically renew. Members will be charged monthly in accordance with the member's pre-authorized payment method. Fees are based on enrollment, not usage, and are non-transferable and non-refundable.

### **Joiner Fee**

A one-time, non-refundable Joiner Fee of \$65.00 +HST is applied to all adult, fitness buddy, and family memberships. Memberships that are reactivated within six months of cancellation will be exempt from the Joiner Fee.

### **Cancellation Policy**

To cancel, the payer of the membership must provide a written/email request to cancel. A written request to cancel can either be done in person by visiting your membership location; or by completing and submitting the following online form found on our website at [ymcanl.com](http://ymcanl.com) labelled as [Cancel Membership Form](#). Verbal requests to cancel are not accepted. When processed, the payer will receive a cancellation confirmation via the email address listed on file. Facility access remains active until the last day of your payment period. Cancellation fees are included in your Joiner Fee. If there is a balance owing on your account, this must be paid before you can cancel.

### **Refunds after Cancellation of Membership**

Membership fees incorrectly charged to you by the YMCA following the cancellation of your membership in accordance with the YMCA's Cancellation Policy will be fully refunded. **In such circumstances, please note that refunds will only be issued up to a period of six (6) months following the effective date of cancellation.** You understand that it is your responsibility to confirm with your financial institution/credit card company that YMCA membership fees are no longer being deducted/charged following the cancellation of your membership.

### **Payment Information**

- Pre-authorized payments can be applied to Visa, Master Card, American Express or personal bank accounts (a void cheque or pre-authorized payment form from your bank is required).
- Membership fees are due upon registration, then are charged bi-weekly to your pre-authorized payment method. Charges can take several days to appear on your account.



- The YMCA is not responsible for bank fees incurred due to [Non-Sufficient Funds](#) (NSFs). Balances owing must be paid in full to access the facility or to cancel.
- The YMCA applies minimal fee increases annually. Notification will be provided 15 days prior to the scheduled increase, and failure to cancel your membership shall be deemed acceptance of the fee increase.
- It is the payer's responsibility to update changes to payment and contact information (e.g., credit card expiration dates, mailing address), and the YMCA shall not be liable for any losses resulting from a payer's failure to update their information.
- Payments are non-refundable, and refunds or credits are not provided for non-usage.

Note: You have certain recourse rights if any debit does not comply with this agreement. To obtain more information on your recourse rights, contact your financial institution, or visit [www.cdnpay.ca](http://www.cdnpay.ca).

### Membership Declaration

I consent to allow the YMCA of Newfoundland and Labrador to debit my pre-authorized payment method in the amount of the membership payment and/or and **any charitable donations** I pledge to the YMCA of Newfoundland and Labrador. The first membership payment and the Joiner Fee (if applicable) are required at the time of registration (see Joiner Fee). **Parent or guardian signature is required for individuals under 19 years of age to enter this contract.**

### Conditions and Agreements

- The **Assumption of Risk and Waiver of Liability** must be completed for all members. You can complete the waiver through the [Online Portal](#) or through our website at [ymcanl.com/waivers/](http://ymcanl.com/waivers/).
- Membership barcodes are required to be scanned upon each visit
- Children under the age of 12 years must be accompanied by an adult (19+) while in the facility, unless signed into a staff supervised program. The exception is Child Minding where adults must remain in the facility.
- The YMCA reserves the right to modify hours of operation, programming, and to withdraw all or any part of our physical facilities for maintenance or events. The YMCA also reserves the right to suspend or terminate membership privileges, without refund, for inappropriate behaviour or failure to comply with our YMCA Etiquette Statement: *"The YMCA is a shared experience for everyone to enjoy. Each of us can make it better for all by being considerate to others. YMCA members, participants, clients, visitors, staff and volunteers all pledge to treat one another with respect and dignity."*
- The YMCA may change these terms and conditions by providing a minimum of 30 days written notification, and failure to cancel your membership shall be deemed acceptance of such terms and conditions.

### Privacy Statement



The YMCA is committed to protecting the privacy of the personal information of its members, employees, donors and other stakeholders by following responsible information handling practices in keeping with privacy laws, including the Personal Information Protection and Electronic Documents Act ("PIPEDA") and provincial privacy legislation, as applicable. The YMCA values the trust of those we deal with, and of the public, and recognizes that maintaining this trust requires that we be transparent and accountable in how we treat the information that you choose to share with us. During our operations, projects and activities, the YMCA occasionally gathers and uses personal information for the purpose of managing customer accounts, maintaining client records, communicating updates, and to assist us in providing products and services to you. Anyone from whom we collect such information should expect that it will be carefully protected and that any use of or other dealing with this information is subject to consent. The YMCA's privacy practices are designed to achieve this.

I have read, understand, and agree to the terms and conditions of this Membership Agreement Form. On behalf of myself and any member(s) of my family joining the YMCA, and I agree that by electronically [submitting/signing] this Membership Agreement Form I agree to be bound by the terms herein.