

CHARLES JAGO NORTHERN SPORT CENTRE MEMBERSHIP / PASS AGREEMENT – PARTICIPANT

1.0 PARTICIPANT INFORMATION

Legal FIRST NAME	Legal LAST NAME	Date of Birth: (MM/DD/YYYY)
Street Address	City, Province, Postal Code	Primary Phone Number
Email Address		Client /UNBC Student/Employee #
EMERGENCY Contact Full Name	EMERGENCY Contact Relationship	EMERGENCY Phone Number

1.1 This Membership / Pass Agreement ("Agreement") sets out the terms and conditions governing my access to and participation in activities at the Charles Jago Northern Sport Centre ("NSC").

2.0 TERMS AND CONDITIONS

2.1 Participant Responsibilities

- 2.1.1 I am responsible for reviewing and complying with all NSC rules, regulations, policies, and the Code of Conduct. The most current versions are available at www.northernsportcentre.ca.
- 2.1.2 Violations of NSC policies may result in suspension or revocation of my membership or pass without refund.

2.2 Information Updates

2.2.1 I will promptly inform the NSC of changes to my personal or household information, including contact details, family status, banking information, and parking details.

2.3 Non-Transferability and Refund Restrictions

- 2.3.1 Memberships, passes, programs, and personal training sessions are **non-transferable and non-refundable**.
- 2.3.2 Medical exceptions may be considered only with a valid doctor's note confirming my ability to use or not use the services under this Agreement within the last six (6) months. Approved accommodations will not exceed two (2) months.

2.4 Outstanding Fees

- 2.4.1 A 2% penalty fee applies to any outstanding account balance.
- 2.4.2 Accounts with outstanding balances for more than 120 days may be sent to collections.

2.5 Facility Closures

2.5.1 Refunds or extensions will not be issued for facility closures or service adjustments including but not limited to maintenance, operational and safety requirements, spontaneous closures, special events, or UNBC activities (including exams, events and Convocation).

2.6 Personal Property

2.6.1 The NSC is not responsible for lost, stolen, or damaged personal belongings.

2.7 Electronic Correspondence

- 2.7.1 I consent to receive all NSC communications electronically at the email address I provide.
- 2.7.2 I may unsubscribe from promotional emails at any time, but essential service-related communications will continue.

2.8 Email as Official Notice

2.8.1 Emails sent to my registered email address constitute official notice under this Agreement.

2.9 Membership Fee Adjustments

- 2.9.1 Membership fees may be adjusted annually.
- 2.9.2 Members will receive at least thirty (30) days' notice before a rate change takes effect.
- 2.9.3 Rate changes apply to all renewals and new memberships beginning on or after the effective date.
- 2.9.4 Prepaid and paid-in-full memberships are unaffected until their next renewal.

3.0 MEMBERSHIP / PASS DETAILS

3.1 Personal Use Only

3.1.1 Memberships/ passes are for individual use only. Unauthorized sharing may result in suspension or revocation.

3.2 NSC Right to Cancel

- 3.2.1 The NSC may suspend or cancel a membership or pass for policy violations or safety concerns.
- 3.2.2 The NSC reserves the right to cancel memberships/passes at any time without notice.

3.3 Facility Access

- 3.3.1 I must check in with my personal FOB Access Key on each visit.
- 3.3.2 Replacement FOBs cost \$10; a \$2 Forgotten FOB fee may apply. Fees subject to change.

3.4 Photo Requirement

3.4.1 A photo is required on file for identity and safety purposes.

3.5 Cancellation Eligibility

3.5.1 Cancellation requests are processed after completing three full monthly payments.

Effective March 1, 2026:

3.5.2 A \$35.00 (plus tax) cancellation fee applies.

3.6 Outstanding Fees

3.6.1 Hold or cancellation requests will not be processed for any account with an outstanding balance.

3.7 Cancellation and Hold Requests

- 3.7.1 Cancellation and hold requests must be submitted:
 - by email to <u>nsc-operations@unbc.ca</u>,
 - through the online NSC form on the NSC website, or
 - in person using an NSC-provided form.

3.7.2 Monthly Memberships Payment Plan/Auto Renewal:

- (a) Requests must be received at least fifteen (15) days before the next billing date.
- (b) Late requests will be processed for the following billing cycle.

3.7.3 **Paid-in-Full (PIF) Memberships:**

(a) Requests must be received at least fifteen (15) days before the requested cancellation date.

(b) Refunds for eligible cancellations are calculated in full-month increments.

3.7.4 **Short-Term Passes:**

- (a) Not eligible for cancellations or holds.
- 3.7.5 All holds and cancellations are processed in full-month increments. Hold periods are in full months from the start hold date.

3.8 Hold Eligibility

Effective December 3, 2025:

- 3.8.3 **PIF 6-Month** Members: **No** holds permitted.
- 3.8.4 **PIF 12-Month** Members: up to two (2) holds per 12 months, maximum of two (2) months.
- 3.8.5 **Auto-Renew** Monthly Members: up to two (2) holds per 12 months, maximum of two (2) months.

3.9 Modifying Requests

- 3.9.1 Changes to previously submitted cancellation or hold requests must be made in writing.
- 3.9.2 No backdating is permitted except for documented medical reasons. Refer to 2.3.2 above.

3.10 Additional Agreements

3.10.1 This Agreement may operate alongside other NSC waivers or agreements required for participation.

3.11 Representations

3.11.1 Lacknowledge that I have not relied on verbal representations inconsistent with this Agreement.

4.0 FITNESS SERVICES

4.1 Registered Program Refunds

4.1.1 Refunds may be issued up to five days before the first class, subject to a \$25 administration fee.

4.2 Refunds After Program Start

Refunds may be granted only when:

- 4.2.1 A medical condition prevents continued participation (doctor's note required);
- 4.2.2 NSC cancels the program; or
- 4.2.3 The instructor determines the participant cannot safely continue.

Refunds are subject to a \$25 administration fee and deduction for classes already held.

4.3 Personal Training

4.3.1 Personal training sessions expire two years after purchase and are non-refundable and non-transferable.

4.4 RecNorth

4.4.1 The RecNorth schedule is subject to change or cancellation without refund.

5.0 LOCKER RENTALS

5.1 Participant (Renter) Eligibility

5.1.1 To rent an NSC long term locker you must have an **active** NSC Membership.

5.2 Assumption of Risk

5.2.1 The NSC assumes no responsibility for lost, stolen or damage to locks or items left in lockers.

5. Fees

- 5.3.1 Long term locker rentals are in 4, 6, or 12 months.
- 5.3.2 Renters are responsible for using their own lock.

5.4 Holds

5.4.1 Hold are <u>not</u> permitted with locker rentals.

5.5 Cancellations

- 5.5.1 The NSC reserves the right to cancel Locker Rentals at any time without notice.
- 5.5.2 There is no cancellation fee after completing three full monthly payments.
- 5.5.3 Requests must be received before the requested cancellation date.
- 5.5.4 Refunds are processed in full-month increments.
- 5.5.5 Cancellation requests will not be processed for any account with an outstanding balance.

5.6 Rental End Date - Removal of Contents

- 5.6.1 Renters are required to remove all contents by the rental **end** date.
- 5.6.2 The NSC is not responsible for locks that are cut, or items left in expired lockers, contents may be disposed of or donated.

6.0 10-VISIT PASS AND VISITS EXPIRY

Pass and unused pass visits expire, are no longer valid on or after 2 years from the date of purchase.

7.0 DURATION OF AGREEMENT

7.1 Term

- 7.1.1 This Agreement remains in effect for the duration of my **Active Membership**, including extensions resulting from approved holds.
- 7.1.2 The Agreement applies regardless of changes to membership type or access level.

7.2 Agreement Renewal

- 7.2.1 I agree to sign a new Agreement every two (2) years or sooner if required.
- 7.2.2 Any new Agreement will supersede this one.

7.3 Hold Extensions

7.3.1 Approved PIF holds extend the membership expiry date by the length of the hold.

8.0 NON-COMPLIANCE

Failure to comply with this Agreement or NSC policies may result in:

- > 1st Offence: Warning
- **2nd Offence:** Warning and possible suspension
- > 3rd Offence: Revocation without refund

9.0 PRIVACY NOTICE

Participant personal information is collected under section 26(c) of the Freedom of Information and Protection of Privacy Act.

It will be used only to administer Programs and Activities, manage facility usage, ensure safety, and address incidents.

Questions may be directed to: nsc-privacy@unbc.ca.

10.0 PARTICIPANT ACKNOWLEDGMENT AND SIGNATURE

By signing below, I confirm that I have read and fully understand this Agreement, including all its Terms and Conditions and any associated waivers required. I understand that this is a legally binding contract and that my signature indicates my voluntary acceptance of all Terms and Conditions.

I acknowledge that:

- I have had the opportunity to ask questions before signing;
- I am signing freely and without reliance on any verbal statements not contained in this Agreement;
- The information I have provided is accurate and I will update the NSC if it changes;
- I am at least nineteen (19) years of age and legally able to enter into this Agreement under the laws of British Columbia. Yes No

Participant FULL Legal Name (Print)	Participant Signature
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D. J. (MM/DD 00000	
Date (MM/DD/YYYY)	

11.0 PARENT/GUARDIAN AUTHORIZATION

(For Participants Under 19)

By signing below, I confirm that I am the lawful parent or legal guardian of the minor named in this Agreement and that I am authorized to provide consent on their behalf in accordance with the Infants Act (BC).

I acknowledge that:

- I have read and understand this Agreement and any required waivers;
- I consent to the minor's participation in NSC activities and programs;
- I understand that, under BC law, a parent or guardian cannot waive a minor's legal rights or release third parties from liability for injury or loss.
- My signature provides informed consent to the minor's participation and the associated risks.
- The minor will be required to soley sign their own Agreement upon reaching nineteen (19) years of age.

Parent/Guardian FULL Legal Name (Print)	Relationship with the Minor
Minor's FULL Legal Name	Minor's Date of Birth (MM/DD/YYYY)
Parent/Guardian Signature	Date (MM/DD/YYYY)