

The Y | Mount Annan Leisure Centre

Membership Agreement

Terms & Conditions

All membership conditions have been established to ensure maximum enjoyment and usage of the Centre by all members. On the date stated on this membership agreement you will be referred to as the “member “and have the usage rights and obligation as detailed below.

1. Membership Conditions

Membership commences on the date stated on the membership agreement. A member must present their membership card for admittance to the centre. Admittance may be refused if a member fails to provide their card on request of centre staff. An administration fee of \$5 will be charged to replace lost/ damaged or stolen cards. Membership is personal to the ‘member’ and membership cards cannot be assigned or transferred to another person.

The centre reserves the right to obtain any membership card that is used inappropriately, as deemed by management.

2. Legally Binding Agreement

I understand that this agreement is legally binding whether my use of the facility and its services is determined and paid on a yearly, monthly, fortnightly, weekly or individual basis. Cancellation forms must be completed in Centre, via a YMCA NSW Amendment form and require a minimum of two (2) weeks’ notice in line with the member’s regular payment cycle. (Refer to **6. Membership Cancellation**, conditions apply)

3. Increase in Fees

YMCA NSW may at any time increase membership fees having given 30 days written notice sent to the members last known email address.

4. Payment

Debits are withdrawn every second Friday from your nominated account. Debit dates are set by the YMCA NSW and cannot be altered. If debit has failed, you will be notified via text and/ or email on the debit date. An AUD \$5.00 fee is charged for rejected debit.

If an account is not paid after two consecutive failed debits, your membership / classes will be cancelled and given to another member.

5. Refunds

All upfront memberships (paid in advance) membership fees are not refundable or transferable.

6. Membership Cancellation

The centre reserves the right to cancel this membership agreement and request return of membership cards at its discretion. The member may cancel their membership giving the centre a minimum of 14 days’ notice in line with the member’s regular payment cycle. An amendment form must be completed and returned to the centre, the member’s last debit will be a full payment.

(Cancellation will not be accepted until after the minimum period has ceased / on Suspension or Payments are outstanding.)

7. Membership Suspension

Members must apply in writing for suspension by completing a membership amendment form. 14 days' notice must be given for suspension applications.

All suspensions must be taken in two week increments for a maximum of 28 days per annum. (Suspension will not be accepted until after the minimum period has ceased or Payments are outstanding.)

8. General Pool Rules

It is the responsibility of the participant to advise staff of any serious or pre-existing injuries or medical conditions before exercising.

Smoking and/or the consumption of alcohol is not permitted in this facility.

Where lockers are provided, all care and no responsibility is taken for items contained within the lockers.

Bikes are not permitted within the facility. Bike racks are available at the front entrance. You will require your own lock.

Pets or animals are not permitted in the centre with the exception of guide/ companion dogs.

The use of cameras and mobile phones are not permitted in change rooms. Any use of photography, audio or video equipment must be authorised by management.

I agree and accept that a particular facility or service may not be available for participation due to a prior booking, mechanical breakdown, fire, act of God, loss of lease or any other reason. I agree not to hold the centre responsible for such an occurrence.

For hygiene reasons, all patrons are asked to shower before using the pool.

Proper swimwear must be worn at all times. Any clothing other than swimwear or cotton materials will not be allowed in the water.

Swimming Program Children aged between 0- 3yrs must wear brand "Happy Nappies" at all times even if toilet trained. Failure to do so will require the Member to purchase a "Happy Nappy" from reception or leave the class. Happy Nappies are sold at the centre.

Members are asked to refrain from attending lessons if suffering from an infectious condition. These include: ear & eye infections, gastrointestinal infections, diarrhoea, cold sores, coughs, infectious runny noses (green discharge), open sores, rashes or feet infections. If a member presents with any of the above conditions they may be asked not to participate.

Rough or dangerous play (pushing, back flips, bombing, etc.) are prohibited. Ball games at the centre's discretion.

Glass or other dangerous items are not permitted in the pool or around the pool grounds.

Eating or drinking in the pool is prohibited.

Diving is not prohibited

Spa / Sauna & Steam Room facility users must wear wrist band and must be 16 years of age or over.

9. Children Supervision - Pool

Children under the age of 11 must be supervised by an adult (16 years or older) during the entire lesson.

0-5 year olds and non-swimmers: wrist band, constant supervision and stay close with in arms reach and in the water.

6-10 years olds: constant active supervision required

11-14 year olds: recommend you check up on a regular basis.

We highly recommend parents accompany their children at all times when using the amenities.

10. General Gym Rules

All members must be 15 years of age and older to be a member and participate in a YMCA NSW class (exception may apply). Unless authorised by the facility management, children aged between 11 and 14 years can only participate as part of the Teen gym membership or with an organised group by prior arrangement with facility management or directly supervised by an adult (18+ years of age).

For comfort and safety, appropriate foot-wear must be worn at all times. Sandals, thongs and/or bare feet are not permitted.

All users must workout with a towel and wipe down equipment after use.

Members must return weights or any other equipment after use.

The centre reserves the right to vary, add or eliminate from time to time the open hours or scheduled hours of any of the particular facilities, classes or services. Please check all timetables and member information for changes.

Personal Training is available as an additional service. Only employed Personal Trainers may be used in the health club and pool. Unauthorised use of a non YMCA NSW employed trainer may result in cancellation of membership.

All members agree to comply with all health club rules. Members must not carry out any illegal acts in the facility and must comply with all our health and safety.

11. Safeguarding Children

You acknowledge that YMCA NSW is committed to creating and maintaining an environment that ensures all people involved in YMCA NSW activities, programs or services act in the best interests of children, young people and vulnerable adults, and take all reasonable steps to ensure their safety, welfare and wellbeing. There is a requirement for all YMCA NSW employees, volunteers (including its Board of Directors), student placements, consultants and contractors, affiliated associations, clients, parents, guardians, families and others associated with the YMCA NSW to understand the important responsibility they have to:

- Protect children, young people and vulnerable adults from all forms of abuse, bullying and exploitation by our people;
- Be alert to incidents of abuse and neglect occurring outside the scope of our operations and services that may have an impact on the children, young people and vulnerable adults to whom we provide a service; and
- Create and maintain a safe culture that is understood, endorsed and put into action by all the individuals who work for, volunteer or access our programs and services.
- No photography is permitted within the centre without prior management consent.
- All incidents that you are involved in or witness to must be reported to management immediately. This includes, but is not limited to concerns for a child, young person or vulnerable adult's welfare or well-being, concerns for the safety of others, accidents, injuries, illnesses, complaints and inappropriate or suspicious conduct.

12. Release

I, and if being a minor my parent/s and guardian/s for and on behalf of myself, acknowledge that during all such times as I am on the premises of or included in any activity to the premises which is organised, approved or endorses by YMCA NSW as an activity for me to take part in, both my property and person shall be at my risk and I will not hold YMCA NSW liable for any personal injury or loss of property which may arise from negligence of the YMCA NSW, its servants, agents independent contracts, voluntary workers, other users of the facility or participants in the activities or spectators or other parties providing services through or in the facilities if YMCA NSW. I also warrant that I am physically fit and able to engage in exercise and fitness programs at the centre/facility.

I give permission for medical /ambulance assistance in the case of an emergency and agree to pay such costs incurred.