MNjcc Membership, Program Participation, Waiver and Code of Conduct Agreement

There are 8 sections below. By signing this Agreement, I acknowledge that I have read, understood, and agree to all terms contained herein. These Terms and Conditions apply until cancellation of membership or duration of program and are subject to change by the MNjcc.

1. Membership, Program & Services Payment Terms

Pre-Authorized Payments

I agree to pay the fees specified in this Agreement on or after the first day of each month. I authorize the MNjcc to charge membership dues, program or services fees to my bank account or credit card. I agree to notify the MNjcc in writing within ten (10) days of any change to my bank account or credit card information.

Declined Payments

I agree that if any charge to my bank account or credit card is declined or does not clear upon processing for any reason whatsoever, or in the event of a returned cheque, the MNjcc will automatically charge a $40 declined payment fee to my account.

Cancellation

I agree that in order to terminate this Agreement, I must provide written notice to MNjcc staff, email info@mnjcc.org, or submit a cancellation request through my online account no later than five (5) business days before the first day of the month.

2. Participation Acknowledgement and Informed Consent

I declare that I intend to participate in and/or use some or all of the activities, programs and services offered by the MNjcc, whether delivered in person, virtually, through Zoom, On-Demand, or by any other means (collectively referred to as the "Activities").

I understand that each individual has a different capacity for participation in such Activities. I acknowledge that Activities offered by the MNjcc are educational, recreational, wellness, fitness, athletic, and/or self-directed in nature.

I assume full responsibility for my participation in all Activities and for any decisions I make regarding the use or application of information, instruction, or guidance received through the MNjcc.

I understand that the risks associated with participation depend in part upon my own physical, mental, and emotional condition, fitness level, awareness, care, and skill while participating.

I understand that I am free to withdraw from, reduce, or modify my involvement in any Activity at any time and should do so if I experience signs of physical discomfort, including but not limited to:

- Lightheadedness
- Dizziness
- Fainting
- Chest discomfort
- Leg cramps
- Nausea
- Shortness of breath
- Any other concerning symptoms

Assumption of Risk

I understand and acknowledge that participation in fitness, aquatics, wellness, athletic, recreational, and any other program activities may involve risks including, but not limited to:

- Muscle, tendon, ligament, bone, or joint soreness
- Strains, tears, or ruptures of muscles, tendons, or ligaments
- Bruising
- Cuts, lacerations, punctures, or skin injuries
- Fractures
- Fatigue and excessive sweating
- Dizziness, fainting, or shortness of breath
- Eye injuries
- Aggravation of existing or previous injuries
- Other physical discomfort, injury, illness, or medical complications
- Heart attack or stroke
- Death

I voluntarily assume all risks associated with participating in any MNjcc Activity or Program.

Release of Liability

I understand and agree that the MNjcc, together with its employees, affiliates, agents, associates, contractors, volunteers, directors, and Board members, shall not be responsible or liable for any claims, demands, actions, damages, losses, costs, expenses, injuries, illnesses, or liabilities of any kind arising out of or related to my participation in any Activity or Program, whether virtual or in person, including injuries or conditions sustained or aggravated during participation.

By voluntarily participating, I acknowledge that I have read and understood the risks described above and consent to assuming those risks.

3. Code of Conduct

The MNjcc is built on a strong foundation of community service and trust. We are committed to providing a safe, inclusive, welcoming, and respectful environment where all members, guests, volunteers, and staff are treated with dignity and respect.

All individuals using the facility or participating in MNjcc programs are expected to comply with this Code of Conduct.

Respect for Others

The MNjcc complies with the Ontario Human Rights Code and the Ontario Occupational Health and Safety Act.

The following conduct will not be tolerated:

- Discrimination based on religion, race, colour, disability, sexual orientation, age, gender identity, or gender expression.
- Harassment, including sexual harassment.
- Sexually suggestive language or conduct.
- Unwanted touching.
- Leering, staring, or inappropriate watching of others.
- Invasion of personal space.
- Stalking, including through social media.
- Fighting or physical threats.
- Bullying or taunting.
- Loud, disruptive, vulgar, hateful, abusive, or offensive language.

To protect privacy, photography, videography, and the use of devices capable of recording images or video are prohibited in washrooms and change rooms.

4. Photo Waiver

By participating in a program, event, activity, or gathering at the Miles Nadal Jewish Community Centre (MNjcc), I acknowledge that photographs, video, or other recordings may be taken during the program or event.

I understand that these materials may be edited, reproduced, published, displayed, distributed, and shared in various formats and through various channels. I waive any right to inspect or approve the final materials before they are used.

5. Consent to Receive Text Messages

By providing your mobile phone number and opting in to text messaging, whether at the point of sale, during account creation, or by any other method we offer, you

agree to receive text messages from Miles Nadal JCC at the number you provided. Messages may include event and program updates, confirmations, and reminders related to your purchases or registrations. We do not send marketing messages by text. Your consent is not a condition of any purchase or membership.

Message Frequency and Charges

Message frequency varies. Message and data rates may apply, depending on your mobile carrier and plan. Miles Nadal JCC does not charge for text messages, but you are responsible for any fees your carrier imposes.

Managing Your Preferences

You may change your text messaging preferences or withdraw your consent at any time by:

- Updating your communication settings in the online community portal
- Calling us at 416.924.6211
- Emailing us at info@mnjcc.org

Opting out of text messages does not affect other communications, such as transactional emails or account notices sent by other means.

Supported Carriers and Availability

Text messaging is available only on participating carriers. Carriers are not liable for delayed or undelivered messages. We do not guarantee that messages will be delivered or received in real time.

Your Phone Number and Privacy

We use your mobile number only to send the messages described above and to manage your preferences. We do not share or sell mobile numbers or text messaging opt-in information to any third party or affiliate. Please see our Privacy Policy for more information.

Accuracy and Changes

You agree to give us accurate contact information and to tell us if your number changes or is reassigned, so that messages do not reach someone else. We may update these terms from time to time, and continued use of our services after changes are posted constitutes acceptance.

6. Consideration for Our Facility

All users of the facility must:

- Follow all emergency procedures, including fire drills, lockdowns and evacuations.
- Refrain from tampering with fire alarms or emergency equipment.

- Keep personal belongings secure and report unattended bags or packages to staff.
- Adhere to all facility-use policies and procedures.
- Help maintain a clean and orderly environment.

The MNjcc is not responsible for theft, loss, or damage to personal property.

Animals

- Service animals are welcome.
- No other animals are permitted in the facility.

Prohibited Equipment and Activities

Unless required for mobility assistance, the following are not permitted inside the building:

- Bicycles
- Skateboards
- Inline skates
- Scooters

Photography, videography, distributing written materials, or other promotional activity requires prior approval from the MNjcc.

Solicitation is not permitted.

7. Responsible Use of the Centre

The MNjcc is a shared space used by individuals of all ages and abilities, including children.

Access and Security

- Security card holders must scan their card when entering secure areas.
- Members & program participants may not allow others to enter through secured doors without authorization.
- Fitness Centre members must scan their membership card at each visit.
- Members without their card must check in at the Information Desk.
- Guests and visitors must check in at the Information Desk upon arrival.

Children

Children under twelve (12) years of age must be accompanied by a parent or guardian at all times unless attending a supervised program. Exceptions may apply and should be discussed with MNjcc staff.

Smoking, Cannabis, and Alcohol

In accordance with Ontario law:

- Smoking and vaping, including cannabis, are prohibited inside the facility and within 20 metres of MNjcc property.

Consumption of alcohol is prohibited unless specifically authorized for a special event.

Recreational cannabis use is prohibited within the facility.

Medication and cannabis products, including edibles, may only be brought into the facility if secured in childproof containers.

Individuals carrying prescription medications must exercise caution to prevent accidental exposure to children or others.

Facility Use

Members and guests must:

Observe posted schedules and facility operating hours.

Wear appropriate attire for activities.

Wear shirts and shoes at all times except where otherwise permitted, such as in aquatic areas.

Follow all posted rules and staff directions.

Personal Care Assistance

MNjcc staff, including fitness personnel, are not trained or authorized to provide personal care services, including assistance entering or exiting pools or other facilities.

Wi-Fi Usage

Wi-Fi is provided as a complimentary service and must be used in accordance with applicable MNjcc usage policies.

8. Enforcement

The MNjcc reserves the right, at its sole discretion, to deny access, suspend participation, terminate membership, remove individuals from programs or premises, or take any other action deemed necessary to maintain a safe and respectful environment.

This includes, but is not limited to, violations of this Agreement or the Code of Conduct.

Members, guests, volunteers, and staff are encouraged to report inappropriate, unsafe, or suspicious behaviour to MNjcc staff immediately.

Acknowledgement and Acceptance

By signing below, I acknowledge and agree that:

I have read and understood this Membership, Program Participation, Waiver and Code of Conduct Agreement in its entirety.

I understand and accept the risks associated with participation in MNjcc activities and programs.

I voluntarily assume those risks and agree to the liability release contained herein.
I agree to comply with all membership requirements, payment obligations, facility policies, and the Code of Conduct.
I understand that these Terms and Conditions remain in effect until my membership is cancelled or throughout the duration of the program or service and are subject to amendment by the MNjcc.