

CLUB RULES

1. The member agrees to pay the club the amounts shown and to use services and facilities pursuant the following terms and conditions. The following rules pertain to the use of all the clubs facilities and services and form part of the membership Agreement to which this schedule is attached.
2. The member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the club.
3. The club agrees, at all times during the terms of this agreement to maintain facilities which are substantially similar, with respect to quality and provision of services, to the facilities presently operated by the club.
4. The member agrees while using any facility or service of the club, he or she will not conduct him/herself in any way which presents a danger to or create a nuisance for the management, or any other person using the facilities or service of the club. To do so could at the option of the club result in early termination of this agreement without refund to the member of any moneys paid to The Fitness Firm.
5. The club reserves the right to amend or add to these club rules and to adopt new rules as it may seem necessary from time to time.
6. The member shall be in possession of a valid issued photo-identification card at all times when making use of the club's facilities or services. The member shall pay to the club a fee of \$15.00 for issuance of the membership card in event of the loss of the membership card by the member, a replacement card shall be issued to the member upon payment of a replacement fee of \$15.00 to the club.
7. The member may invite guests to join him/her for use of the facilities and services indicated herein for an additional fee payable to the club in the amount of \$15.00 per guest per period.
8. The club's operating schedules for its various facilities and services may be changed by the club management from time to time.
9. Subject to the use of guest passes and the payment of the guest fees as referred to in section 7. hereof, the following rules shall apply:
 - a) guest must be at least 18 years of age.
 - b) No guest may attend more than once in a 12 month period.
 - c) All guests must accept and agree to comply with all rules and regulations of the club.
 - d) A guest must at all times be accompanied by the sponsoring member. Sponsoring Member is responsible and personally liable for the conduct of the guest;
 - e) Each guest must sign a form of release provided by the club releasing the club from all liability and claims before using any of the facilities, and
 - f) The privileges extended to a guest may be withdrawn at the absolute discretion of the club.
10. Dress Code: - no sandals, boots, soiled footwear
- Athletic clothing required

TERMS AND CONDITIONS OF MEMBERSHIP

11. Customer may rescind agreement within five (5) days after agreement is signed by hand delivering written notice to the manager/operator at the club location. Address set out in section 4 on front of this agreement at which time the member will receive a signed and dated cancellation receipt. If any Agreement is so rescinded, the club shall refund to the member all amounts paid by the member with respect to this agreement within twenty (20) days after receiving the notice.
12. Customer may rescind agreement at any time after the initial twelve (12) month guarantee as set out in section 5.c. on the front of this agreement upon sixty (60) days notice by hand delivery written notice to the manager/operator at the club location address set out in section 4 on the front of this agreement at which time the member will receive a signed and dated cancellation receipt.
13. Customer may place membership on hold after the initial 12 months at \$5.00/month. Membership may be suspended for the time of medical inability to use the club, for a \$5.00 per month fee, confirmed by a doctors note at the commencement of the time period.
14. The club may assign All of rights, interest and obligations pursuant to this Agreement to any person without the consent of the member.
15. The member shall not assign or transfer any of his/her rights or obligations pursuant to this agreement. Member expressly acknowledges that he/she will be engaging in physical exercise while attending the club's facilities, which could cause injury to the member. The Member hereby states that he/she is and will be voluntarily participating in these activities and the member hereby assumes all risk of injury which might result from these activities. The member hereby waives and releases any and all claims that he/she now has or may have against the club, its employees or agents for injury sustained by the member as a result of these physical exercises and activities. The member hereby acknowledges that he/she has carefully read this waiver and release and fully understands that it is a release of liability of the club and agrees that such a waiver and release is reasonable and proper based on the nature of the club's business.
16. The member hereby waives and releases the club from any claims that he/she may have against the club with respect to any loss or theft of personal property in respect of facilities operated by the club.
17. The member hereby warrants and represents that he/she is in good physical condition and that he/she has no liability, impairment preventing him or her from engaging in active or passive exercise or that will be detrimental or injurious to his or her health, safety, comfort and physical condition or that of other(s). The member represents that he or she will not use any club facilities or services while having any open cuts, abrasions, open sores, infections or illnesses.
18. The management of the club's facilities or services shall have the right to make a final binding determination in this regard. This agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior and contemporaneous agreements understanding negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with it's subject matter executed in writing by all of the parties.
19. If any provision of this agreement is determined to be invalid or unenforceable in whole or part, such invalidity or unenforceability shall attach only to such provisions and everything else in the agreements shall continue in full force and effect.
20. This agreement represents the complete understanding between the member and the club. No representations written or oral, other than those contained within this agreement are authorized by, or binding upon the club.
21. The member acknowledges and agrees that a service charge of \$35.00 shall be paid to the club in the event of either a returned(charge card or chequing) or missed payment or change of status of membership. The member will also be liable for all cost incurred by the club in the collection of past obligations to the club, including court costs and reasonable solicitor's fees.
22. If for any reason an item is returned (the item being any form of payment), the member authorizes the club to debit the member's chequing account and/or credit card for the full balance outstanding on the membership agreement including the charges stipulated in paragraph 20.
23. If for any reason, an item (being any form of payment) is not received within three (3) days of the contract date, or if any "item" is late by three (3) days or if any "item" is returned for reasons of stop payment, account close, N.S.F. (non-sufficient funds) or any other reason, the member/buyer will be considered in default of the contract and full amount of the contract becomes immediately due. If for any reason the member/buyer defaults on his/her contract payments obligations, the member/buyer hereby authorizes the club or it's assignee to collect the outstanding monies, plus service charges and interest in any methods available to them. In any defaults situation, the member/buyer completely understands and authorizes that he/she will be billed through the drawing of electronic, magnetic, or paper debits of either member/buyer's chequing account(s), and major credit card(s) ie. Visa, master card, american express etc.
24. The member agrees to pay for all initiation payments, maintenance fees and all other payments applicable to this membership agreement. In signing this membership agreement the member authorizes the club to draw monthly cheques or prepare debits, paper or electronic entry, covering all initiation payment, maintenance fees and all other applicable payments of this membership agreement. In doing initiation payments (P.A.P.) the member acknowledges all points set out in section 24.
25. In allowing pre-authorized payments, the member acknowledges the following:
 - a) All amounts payable to the club drawn on or directed to you by a chartered bank on behalf of the club.
 - b) Your treatment of each debit shall be the same as if the undersigned has personally directed you to pay as indicated and to charge the amount of the undersigned.
 - c) Any delivery of this authorization to you constitutes delivery by the undersigned.
 - d) The club requires 45 days written notice upon changing of the member's bank account

ALL PRICES ARE SUBJECT TO THE GOODS AND SERVICE TAX OR ANY OTHER APPLICABLE FEDERAL OR HARMONIZED SALES TAX.

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