

Gabriola Fitness Centre Membership Agreement

Member Name (print clearly): _____
Address: _____
Phone: _____
Email: _____
Date of Birth: _____

The undersigned individual (the "Member"), indicates their desire to become a Member of Gabriola Fitness Centre, #7-480 North Rd, Gabriola BC, V0R 1X0 operated by Maebar Fitness Inc., pursuant to the terms and conditions of this gym Membership agreement.

Health Attestation

1. The Member attests that they are fully able to participate in an exercise regimen of their design or choosing without undue risk and Gabriola Fitness Centre is not providing advice but only access to equipment.

Gym Membership Dues

2. The Member agrees to pay dues in advance for drop in, 10 visit pass, 1 month, 3 month, 6 month or 1 Year paid annually Membership at the rates as posted at the time of payment.
3. The Member agrees to pay monthly dues for 1 Year month to month Membership at the rates as posted at the start of the 1 year.
4. These dues may be paid by automatic debit or credit card transaction or in-person via debit, credit, or cash.
5. All 10 visit passes expire one year from the date of purchase. Each gym visit or class attendance equals one visit off your pass.
6. The Member may put a "hold" on a 1 year Memberships for up to 2 months without charge and for up to a further 2 months by providing Gabriola Fitness Centre with payment of \$25 per month plus GST. The time on hold must be selected before they occur and cannot be selected retroactively. The Member may not use Gabriola Fitness Centre facilities during the hold but each month on hold will extend the 1 year Membership by 1 month.
7. Personal training and fitness classes are offered by the gym, but are not included in the Member's Membership dues. Gabriola Fitness Centre reserves the right to demand additional fees for any personal or group training that the Member chooses to participate in.

Member Access

8. The Member will have access to Gabriola Fitness Centre facilities so long as all dues are current during regular hours of operation.
9. The Member, who is at least 16 years old, may access the Gabriola Fitness Centre facilities outside of regular hours using the key fob provided the Member secures the facilities on exit and does not permit a non-member access to the facilities.

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initials: _____

10. The Member:

- (a) will report any lost or stolen key fob to the Gabriola Fitness Centre immediately;
- (b) will not permit anyone other than the member to use the key fob or enter the Gabriola Fitness Centre facilities after the member has used the key fob (i.e. the member must make anyone else following them use their own key fob); and
- (c) is responsible for all damage to Gabriola Fitness Centre facilities and equipment by anyone using the Member's key fob.

11. Hours of operation are subject to change and are subject to power failures and other situations outside the control of Gabriola Fitness Centre.

Gym Rules & Participation

12. The Member will abide by all posted safety guidelines and regulations while using Gabriola Fitness Centre facilities and equipment.

13. The Member will wear clean gym shoes and dress and conduct themselves in a manner deemed appropriate for a fitness facility.

14. The Member will wipe down the equipment when finished.

15. The Member will not consume drugs, alcohol, or tobacco products on Gabriola Fitness Centre property.

16. The Member will not photograph or record video on Gabriola Fitness Centre property.

17. The Member will not to use speakers that can be heard by other users on Gabriola Fitness Centre property (please use headphones).

18. Gabriola Fitness Centre reserves the right to revoke the Member's access if these terms are violated. Membership fees will not be refunded.

19. Gabriola Fitness Centre will donate any belongings left on Gabriola Fitness Centre property.

20. The Member consents to Gabriola Fitness Centre photographing and videotaping the Member on Gabriola Fitness Centre property.

Indemnification

21. The Member is responsible for all damage to Gabriola Fitness Centre facilities and equipment during use by the Member and for any damage caused by the failure of the Member to secure the facilities on exit after regular hours or permitting non-members to access the facilities.

22. The Member indemnifies and holds Gabriola Fitness Centre harmless against any and all claims of loss or damage without limitation.

Miscellaneous

23. Agreement shall be governed by and construed in accordance with the laws of British Columbia and the applicable federal laws of Canada, and the parties hereby attorn to the exclusive jurisdiction of the British Columbia courts.

24. The provisions herein constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter hereof.

25. This agreement shall enure to the benefit of and be binding upon the parties hereto and, except as otherwise provided herein or as would be inconsistent with the provisions hereof, their respective heirs, executors, administrators, successors, and assigns.

The undersigned enters into this gym Membership contract with one another in acknowledgement and acceptance of the terms listed above.

Dated: _____

Member's Signature: _____

Dated: _____

Gabriola Fitness Centre's Signature: _____