

Join Date:
Member #:
Employee:



X Birth Date:
X Cell Phone:
X Email:

MEMBERSHIP AGREEMENT

X LAST NAME				X FIRSTNAME			
MAILING ADDRESS	CITY			PROV	P/C		
1. MONTHLY MEMBERSHIP	\$ _____			<input type="checkbox"/> SINGLE	<input type="checkbox"/> COUPLE		
2. 3 MONTH MEMBERSHIP	\$ _____			<input type="checkbox"/> SINGLE	<input type="checkbox"/> COUPLE		
3. 6 MONTH MEMBERSHIP	\$ _____			<input type="checkbox"/> SINGLE	<input type="checkbox"/> COUPLE		
4. OTHER	\$ _____						
	HST	\$ _____					
5. TOTAL	\$ _____						
	AMOUNT PAID	\$ _____		<input type="checkbox"/> Cheque	<input type="checkbox"/> Cash	<input type="checkbox"/> Other	
	BALANCE DUE	\$ _____		(Date Due _____)			
6. MEMBERSHIP EXPIRATION DATE	_____ / _____ / _____						
7. FEES AND DUES ARE NON-REFUNDABLE UNLESS STATED OTHERWISE IN THIS AGREEMENT							
By signing below the Member agrees to all of the terms and conditions on the front and back pages of the agreement including the <u>Warrant of Physical Fitness and Waiver and Release of Liability</u> in Paragraph 8 and acknowledges receipt of a copy of the agreement							
X MEMBER'S SIGNATURE	_____			X DATE	_____		

ADDITIONAL TERMS AND CONDITIONS OF THIS MEMBERSHIP AGREEMENT

8. Warranty of Physical Fitness and Waiver and Release of Liability. The Member listed on this membership agreement warrants that he/she is in good physical conditions and has no disability, impairment or ailment that would be adversely affected by participation in an active or passive physical conditioning program, whether supervised or unsupervised, or by use of Tofino Fitness Centre's facilities, equipment or services. Member acknowledges that participation in such programs and use of such facilities and equipment by their nature necessarily involves some risk of physical injury even for persons in good physical condition and who are free of disability or impairment. Member also agrees that selection of any program of exercise and use of equipment is solely the choice of the Member. Accordingly, member expressly agrees that his or her use of the facilities of Tofino Fitness Centre and its equipment is undertaken at the member's sole risk and neither Tofino Fitness Centre nor any affiliated club nor its or their employees, owners, officers, agents or contract service providers shall be liable under any circumstance for any injury, damages or loss suffered by the member on account of his or her use of the Tofino Fitness Centre equipment or participation in any fitness program, whether supervised or unsupervised, whether on or off of the premises of Tofino Fitness Centre. Tofino Fitness Centre urges you and all members to obtain a physical examination prior to commencing any program of active physical exercise. Member acknowledges and agrees that Tofino Fitness Centre has made no representation or claims to the Member that any conditioning, weight loss or improvement in a medical or physical condition will occur as a result of use of the Tofino Fitness Centre facility and equipment or participation in an exercise program at Tofino Fitness Centre. Member agrees and acknowledges that Tofino Fitness Centre does not manufacture the exercise equipment used in its facility but rather purchases and/or leases that equipment from others and accordingly Member waives any right to hold Tofino Fitness Centre or its owners, officers, employees, agents and contracting service providers liable on account of any injury or loss suffered or incurred by Member arising out of or related to the condition of any equipment. In signing this membership agreement, Member acknowledges and accepts that Tofino Fitness Centre is an unsupervised 24 hour community gym and that Member is under constant video surveillance while on Tofino Fitness Centre's premises (except when using the bathrooms). Member specifically understands that he or she is releasing, discharging, and waiving any claims or actions that he or she may have presently or in the future for the negligent acts or other conduct by the representatives, employees, and volunteers of Tofino Fitness Centre.



9. Policy/ Procedure /Rules: You also agree to follow all written or posted rules and regulations now in effect and to become effective at any future date. You agree to pay all sums due for membership plans and other services purchased. You understand and agree that Tofino Fitness Centre has the right to revoke your membership and discontinue your privilege of using any affiliated facility if you fail to follow the rules and regulations or default on any obligation to Tofino Fitness Centre. In such an event you will remain liable for any unpaid balance due to Tofino Fitness Centre.
10. Representations: You acknowledge that neither Tofino Fitness Centre nor anyone else has made any representations or promises upon which you relied that are not stated in this agreement. If Tofino Fitness Centre does not enforce any rights in this agreement for any reason, Tofino Fitness Centre does not waive its right to enforce it later. Tofino Fitness Centre reserves the right to sell memberships at different rates and terms than yours.
11. Tofino Fitness Centre Right to Suspend or Cancel Membership: Tofino Fitness Centre, reserves the right to suspend or terminate this membership in its sole discretion.
12. Late Charge. Collections Costs, Returned Items. Replacement Access Codes: If member makes a payment that is returned or if an electronic payment is rejected for any reason, the member agrees to pay in addition to that payment, any charges assessed by the bank plus up to a \$15.00 administrative fee to Tofino Fitness Centre. Failure of Tofino Fitness Centre to demand or collect a late charge on any payment is not a waiver of the right to collect late charges on any other late payment. Replacement access codes will be provided at the sole discretion of Tofino Fitness Centre
13. Membership Non Transferable: This membership is not transferable and member may not sell, assign or transfer this agreement, his/her membership access code or membership in Tofino Fitness Centre or any other right or privilege, and any such attempted sale, assignment or transfer shall be null and void. Member may not loan his/her access code.
14. Registration/Access Codes: Each Tofino Fitness Centre Member must enter their access code into the entry door lock to confirm valid access. Door entry is audited daily and monitored by surveillance equipment. Tofino Fitness Centre records a photograph of you each time you enter the facility in order to ensure you are not being "tailgated" or participating in "piggybacking". You may not let anyone use your access code or your membership will be revoked without refund!
15. Hours of Operation/Availability/Services: Tofino Fitness Centre is open twenty-four (24) hours, seven days a week. Tofino Fitness Centre reserves the right to take the club temporarily out of operation for reasonable repairs, modifications, or improvements. Services: include free weights, strength and aerobic equipment.
16. Financial Policy: You agree to pay the dues and fees on the front of this agreement. Whether or not you use the facilities, you still must pay your monthly dues. If a membership was purchased that contains more than one member, you are responsible for paying all the dues. A family member or amenity service can be dropped at any time. A processing fee of \$10 will be required along with a thirty (30) day written notice. If a family membership drops to two (2) members, the dues change to couple rate in effect at that time. If a family or couple membership drops to one (1) member or any member wants to pay his/her own dues, the dues for that member change to a single rate in effect at that time. Should you default in your payment obligation, you agree to pay all amounts owed. Any account that is more than ten (10) days past due, may result in member losing all Tofino Fitness Centre membership privileges. After fifteen (15) days Tofino Fitness Centre shall have at its option the right to terminate or suspend membership.
17. Refunds: Dues and fees are non-refundable.
18. Damages To Facility and Equipment: Member agrees to pay an extra charge for the damages arising from: any careless use of equipment, dropping weights etc.; vandalism or theft caused by member or guest of member. Please respect the equipment and the facility.
19. Exercise Clothing: Appropriate workout attire must be worn inside exercise area. No street clothes or exposed metal on clothing is allowed. No open-toed, open heeled or outdoor shoes are allowed. Sand and dirt from your outdoor shoes damages the equipment.
20. Personal Property: It is understood and agreed that Tofino Fitness Centre, its owners, agents and employees are not responsible for Member's lost or stolen articles of clothing or any other lost articles or possessions of personal property Member claims were lost in or about the Tofino Fitness Centre premises or common areas of the center where Tofino Fitness Centre is located.
21. Personal Training: Member will not perform any personal training with any member or non-member without express written approval from the Owner/Manager of Tofino Fitness Centre
22. Entire Agreement/Governing Law/Severability: This agreement and all other exhibits referred to in this Agreement constitute(s) the final, complete, and exclusive statement of the terms and agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. This agreement shall be construed according to the laws of the Province of British Columbia. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue to be enforceable.