



### 1.8 MEMBERSHIP AGREEMENT

Member Last Name:	Member First Name:	Today's Date: DD/MM/YYYY _ _ / _ _ / _ _ _ _	
Address:	City:	Province:	Postal Code:      Birth Date: DD/MM/YYYY _ _ _ _ / _ _ / _ _ _ _
Cell Phone: ( _ _ ) _ _ _ - _ _ _ _	Business Phone: ( _ _ ) _ _ _ - _ _ _ _ Ex _ _	Email:	
Emergency Contact Last Name:	Emergency Contact First Name:	Emergency Contact Phone: ( _ _ ) _ _ _ - _ _ _ _	
Bank Name:	Bank Address:	Transit:      Bank#:      Account No:	_____

The member hereby authorizes Brickhouse Gym and the financial institution designated above to begin deductions as per my instructions for regular recurring payments of:

- Monthly Adult Membership: \$45.00 plus GST (\$47.50)  
--OR--
- Monthly Student Membership: \$32.00 plus GST (\$33.50)  
--&--
- Plus Key Fob Rental: \$20.00 plus GST (\$21.00)

First Month Payment Amount total: \_\_\_\_\_

Subsequent monthly payment amount: \_\_\_\_\_

Signature of Account Holder: \_\_\_\_\_

Date: \_\_\_\_\_

<b>Office Use Only:</b>
<u>Brickhouse Gym Workstation Fob No.</u>
<u>AFT Express No:</u>
Notes/ Prorate: _____ _____ _____
<i>Prorate calcs are done on a Adult membership of 1.50 per day and Student memberships at 1.00 per day</i>
<input type="checkbox"/> Photocopy of member Licence <input type="checkbox"/> Member given copy <input type="checkbox"/> Bank Account Abstract <input type="checkbox"/> Par Q

Brickhouse Gym: [brickhousegym.ca](http://brickhousegym.ca) General Inquires: [adam@brickhousegym.ca](mailto:adam@brickhousegym.ca) / 104 King Edward / 418 Gertrude

### PLEASE READ THIS AGREEMENT CAREFULLY

- In this Agreement (the "Agreement") the Member is referred to as "you" or "the Member" and Brickhouse Gym, its franchisees, (where applicable), owners, officers, directors, agents, employees or independent contractors (hereinafter collectively and interchangeably referred to as "us", "we", "our" or "Brickhouse Gym"). This Agreement is a binding contract that is legally enforceable. Please read everything carefully.
- By entering into this Agreement, subject to the terms and conditions set out herein, we accept you as a Member of the our Gym (the "Facility"), and you agree to abide by the payment requirements and other terms and conditions set out herein.
- Pre-Authorized Automatic Fund Transfer Agreement and Cancellation:** Member agrees to pay the Fees monthly in arrears (as applicable, or on the next business day) and authorizes Brickhouse Gym to present transactions for payment against Member's account. In consideration of our acting as directed, Member agrees that our treatment of each payment and our rights to it shall be the same as if it were personally signed by Member if more than one. The pre-authorized payment shall be drawn on Member's account to cover all Fees including membership fees. Regular payments for the full monthly rate plus applicable taxes will be debited from the Member's account on the first business day of every month. The Member may revoke this authorization and cancel this Agreement at any time by completing form **1.9 Cancellation of Automatic Fund Transfer Agreement** and delivering it to Brickhouse Gym not less than (60) business days before the next scheduled debit. You must send your form **1.9 Cancellation of Automatic Fund Transfer Agreement** by registered mail or hand-deliver it in person to a manager of the Brickhouse Gym at any of our locations during normal business hours. Member is responsible for all Fees payable after the effective date of Member's revocation. Member has certain recourse rights if any debit does not comply with this Agreement. For example, Member has the right to receive reimbursement for any debit that is not authorized or is not consistent with this Automatic Fund Transfer Agreement. To obtain more information on your recourse rights, contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). Please note that the first pre-authorized payment **may occur less than 7 days** from the start of this agreement. Each Member is responsible for cancellation of his or her own membership. You **must** provide your banking information at the time of cancellation to complete the process and to ensure the proper account will be cancelled. Initial: \_\_\_\_\_
- Waiver and Release:** You acknowledge that there is a risk associated with participating in fitness activities and in exercising. Your participation is completely voluntary and you acknowledge that you are assuming all risks of injury to yourself or others in connection with your use of The Facility. You acknowledge having been advised to consult your physician prior to using the Facility, starting any physical training or changing your diet/nutritional intake. You agree that you will accurately and truthfully complete a Health Canada Physical Activity Readiness Questionnaire ("ParQ"), and will have completed any medical examinations recommended as a result of answers given in response to the ParQ prior to participating in training. If are or suspect you may be pregnant, you agree to have a pregnancy physical activity readiness medical examination ("PARmed-X") prior to using the Facility or participation in training. You agree

on your own behalf (and on behalf of your personal representatives, heirs, estate trustees or assigns) to (A) release, indemnify and discharge us from any and all claims or causes of action (known or unknown) which you have or may have arising out of your use of the Facility, including those arising out of the negligence of our staff, agents or representatives, and (B) indemnify and save us harmless from any and all claims or causes of action (known or unknown) brought against us by any party arising out of your actions, including your negligence, while at the Facility or while participating in any programs offered by us. The member agrees that we are not liable for any loss or damages (whether foreseeable or not) due to lack of; personal security; emergency services; easy access to transportation vehicles; washroom facilities. The member further agrees that Brickhouse Gym is not liable for any loss or damages (whether foreseeable or not) in the case of extreme weather conditions, such as high wind, heavy rain, snow, hail, lightning, tornado, hurricane or any other outdoor perils that may be present or which may occur while participating in training. We are not responsible for any damage to, loss or theft of your personal property.

5. **Fees & Payments:** You agree to pay us all sums, fees and charges specified in this Agreement (the "Fees") when due, irrespective of the amount of use you make of the Facility. We will not reduce, discount or cancel your obligation because you do not use the Facility. All taxes are in addition to and will be added to all payments. We reserve the right to charge extra for any new or additional services or equipment. Brickhouse Gym does not give refunds for training sessions paid for. They are not transferable to others. In exceptional circumstances Brickhouse Gym may, at its sole discretion, offer a credit note towards a future Brickhouse Gym training if space is available. We apply all payments in this priority: a) any amounts owing from a previous Membership Agreement; b) Monthly Fees and charges as they become due.

6. **Rules and Regulations:** Our Rules may be posted in the Facility or on our website. They may change from time to time. The Rules are for your benefit and protection and must be complied with by all Members. We reserve the right to cancel or suspend your membership, without refund, if you a) fail to follow our Rules or breach the terms of this Agreement, b) cause a nuisance or disturbance, c) commit any illegal or immoral acts, or d) if we feel that your actions may endanger yourself or others. If your membership is suspended, your obligation to make payments under this Agreement will continue for the duration of your membership suspension. We do not allow any business activity or solicitation at the Facility. In particular, solicitation of any business competitive with our business (including personal trainer services) is strictly prohibited. You agree to pay us any revenues received by you if you violate this policy (plus any legal fees and court costs we may incur to enforce such policy).

7. **Reservation of Rights:** We reserve the right to refuse or cancel any membership without cause, in which event you will be entitled to a refund only of unused prepaid installments, if any. We reserve the right at any time to change our hours of operation, and to change the cost of, add modify and/or eliminate any program, equipment, activity or class of service. We will use our reasonable best efforts to maintain the existing services and facilities at the Facility substantially as of the date of this Agreement. Classes and equipment are available based on sufficient demand. If the Facility is temporarily unavailable for use, your membership may be extended for an equivalent period.

8. **Dishonoured Payment Charge:** Declined payments and any late charges will be automatically charged to your credit card account and/or the Member's bank account set out on the front page. We will apply an administration fee of \$40 in addition to the amount outstanding if not paid by the 15<sup>th</sup> of the month we are in. If you (the member) comes in before the 15th and pays the NSF charge, it will be reduced to \$30.00. **Initial** \_\_\_\_\_

9. **No Warranty:** We do not provide any warranty, express or implied, with respect to the facilities or services supplied under this Agreement.

10. **Default:** If you breach any terms and conditions of this Agreement, or if you do not pay an installment when due, you will be in default. Where you are in default of an installment, we may assess a late charge of \$40, send your account to a collection agency and/or immediately cancel your membership and keep any amounts you have paid to us. If we later agree to accept a payment from you, and reinstate your membership you must still fulfill all your remaining responsibilities under this agreement and we may require you to pay any legal and/or collection fees and charges incurred by us in collecting your overdue payments from you.

11. **Privacy Policy:** You acknowledge that you have had an opportunity to review the Brickhouse Gym Privacy Policy or that it has been made available to you. From time to time we may contact you directly by telephone, mobile or fax number or e-mail address for the purpose of sending you renewal or other notices, obtaining your feedback on our facilities and services, and for marketing of goods, services and special offers that may be of interest to you. By signing this Agreement, you consent to receiving such communications. You may withdraw this consent at any time by notifying us by email at [Frontdesk@brickhousegym.ca](mailto:Frontdesk@brickhousegym.ca)

12. **Key Fob:** You acknowledge that you are only renting the key fob you have been given to access the gym, and said key fob is and will remain our property. You agree to return our key fob at the expiration of your membership or upon our demand. If you fail to return our key fob **by the 15<sup>th</sup> of the following month** you will be charged an administrative fee of \$40 for the replacement of the key fob and for any re-programming of our access and security system that may be required. **Initial** \_\_\_\_\_

13. **Photographic Release:** The member agrees that photographs and/or videos may be taken while participating in Brickhouse Gym training, and grants Brickhouse Gym permission to use them for the promotion of Brickhouse Gym training.

14. **Acceptance:** This Agreement is subject to acceptance by the Facility manager and is null and void if not completed according to our current pricing and payment schedules.

15. **Assignment by Member:** This agreement is personal to you. You may not assign or transfer this agreement to anyone else without the written approval of the Facility manager, for which we may charge you and administration fee. The person you assign or transfer this Agreement to will also be subject to increased Fees. Any attempt to sell, assign, or transfer this Agreement without our approval is null and void and will result in cancellation of your membership immediately without any refund.

16. **Assignment by Brickhouse Gym:** We may assign this Agreement to another company or person at our discretion, and the term "Brickhouse Gym" includes any assignee, who will have all our rights and powers under this Agreement. If any claims are brought against us under this Agreement after we have assigned it, we reserve the right to raise any defences available to us under this Agreement.

17. **Governing Law:** This Agreement is governed by the laws of the province of Manitoba.

I, the Member, have carefully read all three pages of this Membership Agreement. I have been given a copy of it. I confirm that no verbal representations or warranties have been made to me which have not been confirmed in writing in this Agreement, and that this written Agreement accurately sets out the entire agreement between us. I understand the terms and conditions and agree to be bound by them.

Member's Signature: \_\_\_\_\_ Witness: \_\_\_\_\_