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Membership Acknowledgement Agreement and Release

Last Name _____ First Name _____

Full Mailing Address _____

Postal Code _____ Phone #/Alt. Phone # _____

Email address _____

Emergency Contact Name
and Phone Number _____

Your Rights under the Consumer Protection Act, 2002

You have the right to cancel this agreement within 10 days of receiving a written copy of the agreement or the day all services are available, whichever is later. You do not need to give the supplier a reason for cancelling during this 10-day period. In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the date on which you gave notice. If no address is set out in the agreement, you may use any address, of the supplier, that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in agreement (or refund an amount equal to the trade-in allowance). O. Reg. 17/05, s. 28 (3).

- (1) I understand that if I cancel this agreement within 10 days from signing this contract, I will receive a full refund, permitting I have not participated in my Orientation and/or Program Instruction, any class, training session or workouts. If I have participated in any class or workout, I will be charged, at the discretion of the *Vitality Fitness Training Inc.*, \$67.80 for each month used. No refund will be given if I have participated in *any* part of my Orientation. If cancellation has been approved at the discretion of *Vitality Fitness Training Inc.*, I understand that if my Orientation was bought on a promotion, the difference between the regular price of the Orientation and the promotional price will be due. **Request to Cancel Membership** - Schedule C, is available for download, on their website, or a hardcopy may be obtained at *Vitality Fitness Training Inc.*

I have read and understand this term: _____ (initial)

- (2) There is a \$37.50 charge for any NSF payments, in addition to the monthly payment. If you would like to stop/recall an EFT (electronic funds transfer) payment, *Vitality Fitness Training Inc.* requires written notice, on or before the 5th of the month of the scheduled payment to be withdrawn. If there is no written notice by the 5th of that month, payment will be withdrawn as usual. I understand that if I stop/recall the payment, I am still responsible for that month's payment, by some other means, on or before the 15th of that month. WE DO NOT AUTOMATICALLY RENEW CONTRACTS. A new contract agreement is required.

I have read and understand this term: _____ (initial)

- (3) A minimum of one month Membership can be put "On Hold" at the discretion of *Vitality Fitness Training Inc.*, for a maximum of one (1) year from the start date of hold. *We do Not back-date memberships.* Scheduled payments will continue to be debited. **Request to Place Membership on Hold** - Schedule A, is available for download, on their website, or a hardcopy may be obtained at their facility.

I have read and understand this term: _____ (initial)

- (4) Memberships with six (6) months or more remaining can be transferred to a third party. The third party will be subject to our Orientation, at full price.

I have read and understand this term: _____ (initial)

- (5) I certify that the answers to the questions outlined on the PAR-Q form are true and complete, to the best of my knowledge. I acknowledge that medical clearance is required, if I have answered "yes" to any of the questions on the PAR-Q form. I understand and agree that it is my responsibility to inform my Personal Trainer/*Vitality Fitness Training Inc.* of any conditions or changes in my health, now and on-going, which might affect my ability to exercise safely and with minimal risk of injury.

I have read and understand this term: _____ (initial)

- (6) I understand *Vitality Fitness Training Inc.* has a Privacy Policy – "Schedule B" available for download, on their website, or a hardcopy may be obtained at their facility. I am aware that my picture and fingerprint will be used for identity verification, to gain access to the facility.

I have read and understand this term: _____ (initial)

(7) I understand the results of any fitness program cannot be guaranteed, and my progress depends on my effort and cooperation in and outside of the sessions.

I have read and understand this term: _____ (initial)

(8) The hard copy of the program remains the property of *Vitality Fitness Training Inc.* A \$15.00 fee will be charged, if the copy is **permanently** removed from the premises.

I have read and understand this term: _____ (initial)

(9) I understand that all private Personal Training rates are based on 1-hour sessions, and should I arrive late, there is no guarantee I will receive the full session with my trainer. If my Personal Trainer is late for a session, I will still receive the full session time. If 24 hours notice is not received, by *Vitality Fitness Training Inc.*, I agree to forfeit my Personal Training Session. **Note:** It is advised to book Personal Training appointments, in advance, to ensure trainer, time and date availability. I understand that *Vitality Fitness Training Inc.* recommends that all cancelled appointments be rescheduled, and used within seven (7) days, to ensure consistency and fitness progress.

I have read and understand this term: _____ (initial)

(10) *Vitality Fitness Training Inc.* operates on a scheduled appointment basis, requiring that I provide 24 hours notice when cancelling any appointment (i.e. Orientation, Program Instruction or 30 Minute Consultations). No charge will be levied should I cancel with MORE than 24 hours notice given. Should I cancel an appointment with LESS than 24 hours prior notice, I will be charged a \$30.00 “no show” fee.

I have read and understand this term: _____ (initial)

(11) I understand that all Personal Training sessions must be used within one (1) year from date of purchase and that no extensions will be warranted under *any* circumstance (i.e. conflicting schedules, emergencies.) Absolutely no refunds will be offered, on personal training packages, after 10 days of signing this agreement. **Personal Training sessions are non-transferrable.**

I have read and understand this term: _____ (initial)

(12) All fitness classes are included in any membership. The types of classes offered change periodically. A class may be cancelled if less than 6 clients commit on the chalk board 24 hours before the class is scheduled. *Vitality Fitness Training Inc.* reserves the right to charge a \$10.00 “no-show” fee for those who are signed up for a class that they do not attend, or do not call to cancel, at least 45 minutes prior to class time. Your attendance to future classes will be blocked and your gym membership placed on hold until “no-show” fees are paid.

I have read and understand this term: _____ (initial)

(13) **Rules & Regulations**

All rules are posted. They may change from time-to-time. The rules are for your benefit and protection and must be followed by all members. We reserve the right to cancel or suspend your membership WITHOUT REFUND if you A. fail to follow the rules. B. cause a nuisance or disturbance. C. commit any illegal or immoral acts or D. if we feel your actions may endanger yourself or others. If your membership is suspended, your obligation to make payments under this agreement continues as scheduled. We do not allow any business activity or solicitation at this facility. In particular, solicitation of any business competitive with our business (including Personal Training services) is strictly prohibited.

I have read and understand this term: _____ (initial)

(14) Absolutely no guests and/or children permitted under *any* circumstance.

I have read and understand this term: _____ (initial)

(15) Hours of operation may change from time-to-time. Weekend hours are usually reduced during the summer months.

I have read and understand this term: _____ (initial)

(16) If my blood pressure is (140/100 or higher), I understand that I will have to get written medical clearance, at my expense, before I am able to participate in activities at *Vitality Fitness Training Inc.*

I have read and understand this term: _____ (initial)

(17) I will only wear clean, indoor shoes, which have NOT been worn outside, or have been scrubbed and disinfected. I will also refrain from wearing fragrances, out of consideration for those with sensitivities and/or allergies.

I have read and understand this term: _____ (initial)