

## **MEMBERSHIP FREEZES** \_\_\_\_

In the case of a medical exemption, the member may, by written notice ("Freeze Notice") to the Club, freeze the Membership. The Membership Period will be extended by the period of the freeze. The member understands a one time \$10 service charge will be required to process the freeze for 30 days. Thereafter, a \$5 maintenance fee will be charged for each additional month for a maximum of 3 months freeze period to maintain the membership.

The freeze period is subject to approval by Sport Central administrative staff. A valid doctor's note or some other form of proof must be submitted in order for the request for freeze to be processed.

To be effective for a billing period, the Club must receive a Freeze Notice not less than 30 days prior to the billing date for such billing period. The remaining term of Membership Dues will automatically resume upon expiration of the freeze period.

## **TERMINATION OF MEMBERSHIP** \_\_\_\_

### ***By The Member***

A Member may, on 30 days written notice, cancel his or her membership after the initial 1 year has been fulfilled. Under no circumstance, with no exceptions, phone cancellations shall not be accepted or deemed valid.

### ***By The Club***

The Club may terminate this Agreement and expel any Member, such termination or expulsion to be effective immediately upon notice to the Member, if in the opinion of the Club:

- ∞ the Member fails to pay dues when due or is otherwise in breach of the Member's obligations under this agreement; OR
- ∞ a Member has engaged in conduct that is improper, in breach of the rules and regulations, unbecoming a member, or likely to endanger the interest or reputation of the Club,

and notwithstanding such termination, the Member shall be liable for all Membership Dues for the balance of the Membership Period and other amounts owed by the Member to the Club prior to such termination.

### ***Automatic Termination***

This Agreement terminates immediately upon the death or long-term, permanent disability of a Member.

## **LIABILITY FOR MEMBERSHIP DUES** \_\_\_\_

The failure of the Member to use the facilities of the Club and utilize its programs SHALL NOT relieve the Member of the liability for all Membership Dues as set forth in the Agreement. Refunds will not be issued for any advance payments.

## **ENTIRE AGREEMENT**

The Member and the Club agree that this Membership Agreement and the Waiver and the rules and regulations set forth their entire written agreement and that the Member has not relied on any statement, oral or written, except as contained herein and shall be bound only by the terms of this Agreement. If any portion of this Agreement is held unenforceable, such portion shall be disregarded and the remainder shall remain in full force and effect.

## **NOTICES** \_\_\_\_

All notices and other communications by the member shall be in writing and shall be deemed to have been duly given only if personally delivered, or mailed by prepaid registered mail to the address of the Club as described on the first page of this agreement, and sent, "Attention: The Manager."

## **MISCELLANEOUS**

The Member warrants that she (he) has attained the age of 18 years at the date of executing this Agreement and is entering into this Agreement freely and voluntarily without any compulsion on the part of any person.

The Member understands that this Agreement is entered into in good faith by both parties and is subject to a ten-day cancellation period in accordance with the laws of the Province of British Columbia, at which point the Member understands this Agreement to be non-cancelable and non-refundable. Cancellation within the ten days shall be deemed to have been duly given only if delivered to the Club in the manner prescribed in section "Notices".

## **COSTS**

The Club shall be entitled to all costs of collection, including reasonable legal fees in the event of any default hereunder. The failure to demand or collect any payment due under The terms of this Agreement shall not be deemed a waiver of the right to collect Payment.

## **ASSIGNMENT**

A Member may not assign this agreement to a third party except Platinum Members but not without prior written consent of the Club. The Member's payment obligation hereunder may be assigned by the Club to any affiliated company, or any bank, finance company, collection agency or similar institution.

## **RULES AND REGULATIONS**

All rules, regulations and privileges of Membership will be communicated from time to time. The Member acknowledges having received a copy of the current rules and regulations and agrees that they are incorporated into and form part of this Agreement. It is further agreed that all regulations, policies, facilities, locations, services, hours, rates, annual or monthly dues, Member's fee and charges are subject to change without notice at the sole discretion of the Club.

Sport Central Enterprises Ltd. reserves the right to all personal training within the club. Under no circumstances will any member be allowed to train another member for compensation or otherwise. If any member is suspected of contravening this rule, the situation will be investigated and the member may be suspended without refund or release of any amounts owed to the club.

## **WAIVER, RELEASE & INDEMNITY** \_\_\_\_

In consideration of the Clubs or any one of them providing me with services as set out in my contract with them. I hereby agree to the following conditions:

1. I WAIVE ANY AND ALL CLAIMS which I may now or in the future have against any of the Clubs, their directors, officers, employees, contractors and agents as well as any other person who may provide services to the Clubs on whose behalf this agreement is also made (collectively referred to herein as "the Club" howsoever arising from or in anyway connected to my use of, attendance at, or participation in, any of the Club's facilities, including the parking facilities, or use by my child(ren) of babysitting or childminding programs, or services or programs, whether or not on or in any of the Club's premises;
2. I RELEASE the Club from any loss, damage, injury, or expense which I may suffer or incur as a result in any way of my use or attendance at the Club, including the parking facilities, or use by my child(ren) of babysitting or childminding programs, or my participation in any of the services or programs provided by the Clubs, whether or not on or in any of the Club's premises, from any cause whatsoever;
3. I INDEMNIFY AND HOLD HARMLESS the Club from any and all claims, actions, suits, judgments and other legal obligations and liabilities which result, or are alleged to result, from my or my child's (children's) relationship with the Club and I ACKNOWLEDGE that this WAIVER, RELEASE AND INDEMNITY IS FINAL AND BINDING upon myself or my child (ren) and in the event of my death or my child's (children's) my HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

## **PICTURE IDENTIFICATION** \_\_\_\_

All members are required to have their picture(s) taken for the computer file. In the event that the Member(s) does not wish to do so, then it is agreed that the member will henceforth provide a picture ID (ie. Drivers License) to the attendant upon each check-in to the facility.

