



# WATROUS FITNESS CENTRE MEMBERSHIP AGREEMENT

## MEMBER INFORMATION

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

Last Name		First Name		Date of Birth (dd/mm/yy)	
Address		City		Province	Postal Code
Primary Telephone	Secondary Telephone	Email		Drivers License No.	Gender

## MEMBERSHIP DETAILS

Monthly Options:	
Type	Price
Monthly x _____	\$40
2 Weeks	\$25
Drop In	\$5
Key Fob # _____	\$10*

For monthly withdrawals please attach a void cheque or Pre-Authorized Debit Form; for new users for monthly withdrawals a 1 month membership must be paid at signing

- Date to withdrawal money from your bank acct:  
\_\_\_\_\_
- **The onus is on you to notify the office 2 weeks before you stop withdrawals**

\*Key Fob for new members is included in monthly memberships only.

\*Any member who loses their key fob will be charged \$10 for a replacement fob

## SIGNATURES

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Parental/Guardian Signature: \_\_\_\_\_ Members Signature: \_\_\_\_\_

Accepted by \_\_\_\_\_ for the Town of Watrous

Member has joined the Watrous Fitness Centre location designated at the top of this Agreement. The hours of operation will be set by Watrous Fitness Centre and may be changed at any time in its sole discretion. Watrous Fitness Centre is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. The Town of Watrous expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The Watrous Fitness Centre reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the facility.

**WARNING.** Member represents and warrants to Watrous Fitness Centre that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Watrous Fitness Centre's facilities. **I understand that if I have a history of heart disease, I must consult a physician before utilizing the facility.**

## GYM MEMBERSHIP TERMS

**PLAIN TALK ABOUT YOUR MEMBERSHIP:** We want everyone to get results and have a safe, fun and enjoyable gym experience. We promote four simple points of respect that make this gym a friendly and comfortable place to be:

- Respect yourself,
- other members,
- the staff
- and the facilities.

You'll see signs around the gym explaining in detail what is meant by these points of respect. Members who respect themselves, other members, the staff and the facilities are welcome.

We'll keep the place clean and neat but you have a helping role in this. We respectfully require you to carry a towel and wipe the equipment clean when you finish. Policy requires you to use your ID card (access card) or be asked to show ID. Follow the security reminders around the gym and you'd be wise to use them in all public places.

When you get a new account or credit card number or the account or expiration date changes, tell us! If you don't tell us, your dues won't get paid.

## RULE AND REGULATIONS

**MEMBER OBLIGATION.** Member is responsible for payment of membership obligation. Failure to use the membership and utilize the club programs and facilities, which are available to member, does not relieve member of responsibility for payment. A \$15 service charge will be added each month to payments delinquent by over 10 days. Accounts in arrears by more than 30 days will be suspended until the account is reconciled and the club reimbursed the actual cost of collection. The membership is absolutely nonrefundable in whole or in part unless: If you should die or become permanently disabled during the membership term or any renewal term, your estate may cancel the contract. The health spa is entitled to a reasonable predetermined fee in such event, in addition to an amount computed by dividing the total cost of your membership by the total number of months of the membership and multiplying the result by the number of months expired in the membership term. Reasonable proof of death or permanent disability may be required under this paragraph.

**RULES AND REGULATIONS:** Member acknowledges the existence of and the need for rules and regulations governing use of Gym equipment and facilities and participation in programs and services (the "Rules and Regulations"). Member acknowledges Member will adhere to the Rules and Regulations and agrees to comply with the Rules and Regulations as presently in effect or as they may hereafter be modified, amended or supplemented.

Watrous Gym reserves the right to modify, amend or supplement the Rules and Regulations from time to time in its sole discretion. Watrous Gym may cancel Member's membership at any time for breach of the Rules and Regulations or generally undesirable behavior, as determined by Watrous Gym in its sole discretion, and Member will not be entitled to a refund of any portion of initiation fees or dues paid to the date of cancellation.

Rules and Regulations can be obtained at the Watrous Gym facility and the Town of Watrous.

**THE FACILITY:** Member has joined the Watrous Gym location designated at the top of this Agreement. The hours of operation will be set by Watrous Gym and may be changed at any time in its sole discretion. Watrous Gym is not required to continue any particular programs, facilities, services or equipment as part of its contractual obligations and may discontinue, change or modify the same in its sole and absolute discretion. Watrous Gym expressly reserves the right to add, eliminate, or alter any program, equipment, furniture or fixture when deemed necessary or desirable in its sole discretion. The Watrous Gym reserves the right to amend or add to these rules and conditions and to adopt new rules and conditions as it may deem necessary for the proper management of the facility. The information on this Agreement is the property of Watrous Gym. Membership does not confer on Member any ownership interest in Watrous Gym or any of its property.

**HEALTH REPRESENTATIONS AND AGREEMENTS:** Member represents and warrants to Watrous Gym that Member is in good physical condition and has no medical reason or impairment that could prevent Member from his or her intended use of Watrous Gym's facilities. Member acknowledges that Watrous Gym has not given Member any medical advice before Member joined Watrous Gym and cannot give Member any such advice after Member joins Watrous Gym, whether related to Member's physical condition and ability to use the facilities and services of Watrous Gym or otherwise. Member acknowledges and agrees that Member will discuss any health or medical concerns with Member's physician or other health professional prior to and while using Watrous Gym.

**LIABILITY FOR PERSONAL PROPERTY:** Watrous Gym shall not be liable to Member or any of Member's guests or invitees for any personal property that is damaged, lost or stolen while on or around Watrous Gym's premises including, but not limited to, a vehicle or its contents or any property left in a locker. Member shall be liable to Watrous Gym for any damage to Watrous Gym's facilities and any equipment, furniture or fixture located thereon caused by Member or any of Member's guests or invitees.

**NO OTHER RIGHT TO CANCEL, INCLUDING FOR NON-USE OF FACILITIES:** This Agreement is not cancelable by Member except as expressly provided above including, without limitation, by reason of Member's failure to utilize the facilities of Watrous Gym.

**ID CARD/ACCESS CARD:** Watrous Gym will issue an ID card (access card) for the facility to members after the membership application has been completed. The member ID card (access card) is to be used or shown each time the member enters the gym. Members cannot enter the facility with another member's ID card (access card). Members cannot lend or otherwise allow a non-member to access the facility with the ID card (access card) issued to the member. Watrous Gym reserves the right to charge the member for replacement of access cards, lost, misplaced or otherwise rendered unusable by the actions of the member.

**GUEST POLICY:** The Watrous Gym is a facility for members. No guests of members may utilize programs, facilities, services or equipment.

**CHILDREN:** Watrous Gym membership is restricted to persons aged 16 and over. Children under the age of 16 years may not apply for membership. No child under the age of 16 years may utilize programs, facilities, services or equipment.

**AGE RESTRICTIONS:** Watrous Gym membership is restricted to persons aged 16 and over. Membership applications by any person under the age of 18 years must be signed by a parent or guardian of the applicant.

**SAFETY:** Stop exercising if you are dizzy, overheated, or short of breath. Do not use equipment that you are unfamiliar with. Gym bags can be a safety hazard and are not permitted on the exercise floor. Be careful of wet surfaces. Shower shoes are recommended in locker rooms.

**SMOKING** and use of tobacco is not permitted in the Gym or on premises.

**ALCOHOL** is not permitted in the Gym or on the premises.

**EXERCISE CLOTHING** is required in the equipment work-out areas is a shirt, shorts or sweats and soft-soled shoes.

**GYM COURTESY:** Use circuit equipment in the numbered sequence. Do not break in ahead of others during their workout. Do single sets when others are waiting. Limit use of cardiovascular equipment to 30 minutes when others are waiting. Strip weights from machines when through. Pick up and return weights to their proper place.

**DROPPING OF WEIGHTS and LEAVING FREE WEIGHTS ON FLOOR** will not be tolerated and member agrees to pay for damage caused from any careless use of equipment or facilities or dropping of weights.

**CONDUCT** is important. The member agrees to conduct himself or herself in a quiet, well-mannered fashion and reserve criticism of any major kind about other club members, guests, or club personnel. The club reserves the right to revoke or terminate the membership if the member fails to keep and obey any of the club rules and regulations.

**MISCELLANEOUS:** (i) This Agreement shall be governed by the internal laws of the Province of Saskatchewan without regard to principles of conflicts of laws, (ii) this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns, (iii) this Agreement and the rights and obligations hereunder shall not be assignable or transferable by Member without the prior written consent of Watrous Gym. Consent may be withheld in Watrous Gym's absolute discretion, and (iv) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable laws, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable.

**WAIVER (must be read and acknowledged by applicant member and in the case of applicant members under the age of 18 years by the parent or legal guardian of the applicant)**

**WAIVER OF LIABILITY: MEMBER ACKNOWLEDGES THAT THE USE OF WATROUS GYM'S FACILITIES, EQUIPMENT, SERVICES AND PROGRAMS INVOLVES AN INHERENT RISK OF PERSONAL INJURY TO MEMBER AND MEMBER'S GUESTS AND INVITEES. MEMBER VOLUNTARILY AGREES TO ASSUME ALL RISKS OF PERSONAL INJURY TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES AND WAIVES ANY AND ALL CLAIMS OR ACTIONS THAT MEMBER MAY HAVE AGAINST WATROUS GYM, THE TOWN OF WATROUS AND ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY SUCH PERSONAL INJURY (AND NO SUCH PERSON OR ENTITY SHALL BE LIABLE TO MEMBER, MEMBER'S SPOUSE, CHILDREN, UNBORN CHILDREN, OTHER FAMILY MEMBERS, GUESTS OR INVITEES FOR ANY SUCH PERSONAL INJURY), INCLUDING, WITHOUT LIMITATION: (I) INJURIES ARISING FROM USE OF ANY EXERCISE EQUIPMENT, MACHINES AND TRAINING SERVICES; (II) INJURIES ARISING FROM PARTICIPATION IN SUPERVISED OR UNSUPERVISED ACTIVITIES AND PROGRAMS IN EXERCISE ROOMS, GYM OR OTHER AREAS OF THE WATROUS GYM, (III) INJURIES ARISING FROM WATROUS GYM'S NEGLIGENCE, WHETHER DIRECT OR INDIRECT; (IV) INJURIES, DISEASE, INFECTION OR MEDICAL DISORDERS RESULTING FROM EXERCISING AT THE WATROUS GYM, INCLUDING HEART ATTACKS, STROKES, HEAT STRESS, SPRAINS, BROKEN BONES AND TORN OR DAMAGED MUSCLES, LIGAMENTS OR TENDONS; AND (V) ACCIDENTAL INJURIES WITHIN ANY WATROUS GYM FACILITIES, INCLUDING LOCKER ROOMS, SHOWERS AND DRESSING ROOMS. MEMBER ALSO WAIVES ALL CLAIMS AGAINST WATROUS GYM, ANY OF ITS PARENTS, SUBSIDIARIES OR OTHER AFFILIATES AND ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS MEMBER MAY HAVE UNDER ANY FEDERAL OR PROVINCIAL CONSUMER PROTECTION STATUTES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MEMBER'S MEMBERSHIP.**

**ASSUMPTION OF RISK AND INDEMNIFICATION:** Member acknowledges that (i) Watrous Gym does not manufacture any of the fitness or other equipment at its facilities and (ii) Watrous Gym does not manufacture any vitamins, food products, sports drinks, nutritional supplements or other products sold at its facilities; accordingly, neither Watrous Gym nor any of its parents, subsidiaries or other affiliates nor any of their respective officers, directors, employees, agents, successors or assigns shall be held liable for any such defective equipment or products. Member shall indemnify Watrous Gym, its parents, subsidiaries and other affiliates and each of their respective officers, directors, employees, agents, successors and assigns (an "Indemnified Party") and save and hold each of them harmless against and pay on behalf of or reimburse any such indemnified party as and when incurred for any losses which such indemnified party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of any claim that is the subject of the waiver set forth above. The provisions of this paragraph shall survive the termination of this Agreement and Member's membership.

Applicants Initial: \_\_\_\_\_

\_\_\_\_\_ **I HAVE READ THE GYM MEMBERSHIP TERMS AND WAIVER OF WATROUS GYM and THE TOWN OF WATROUS AND I ACCEPT THE SAME.**

**TO BE COMPLETED FOR ALL MONTHLY PAYMENT PLANS**

**BILLING FOR DUES:** By signing this agreement, I authorize WATROUS GYM to bill my bank account or credit card for my monthly dues as selected above. After the indicated minimum membership term, the membership AUTOMATICALLY RENEWS MONTH TO MONTH UNTIL WATROUS GYM has received and acknowledged written notice from me to stop charging my account at least thirty (30) days prior to the last billing.

**DATE OF BILLING:** Dues will be drafted monthly beginning \_\_\_\_/\_\_\_\_/\_\_\_\_. **Member Initials** \_\_\_\_\_

Do not sign this contract if there are any blank spaces above. In the event optional services are offered, be sure that any options you have not selected are lined through or that it is otherwise indicated that you have not selected these options.

This is the entire agreement between the parties and no oral statements may modify this agreement. By signing the face of this document I accept and agree to the information on both sides.

Signature \_\_\_\_\_ (buyer or parent/guardian)