



MEMBERSHIP AGREEMENT

GOODLIFE FITNESS®/GOODLIFE FITNESS® FOR WOMEN * * ("GoodLife") * *
operated by GoodLife Fitness Centres Inc., H.S.T/G.S.T #869583484RT0001
100 City Centre Drive , Square One Mall , L5B 2C9, MISSISSAUGA, Ontario , +1-905-804-0707 ,
mississaugasquareone@goodlifefitness.com , www.goodlifefitness.com

Member number	246p116004	Last name	Khan
First name	Muhammad		
Street address	613-50 Mississauga Vall Blvd		
c/o address			
Postcode / city	L5A 3S2 MISSISSAUGA		

Membership

Membership type	Ultimate - Bi-weekly	Person type	Private
Binding period	No commitment	Agreement date (day.mth.yr)	25/11/2021
Start Date	25/11/2021	First deduction date	06/12/2021
Home Club	Meadowvale Town Centre	First deduction amount	36.99 + applicable taxes

Bi-Weekly payment amount

Subscription Bi-Weekly Price	36.99 + applicable taxes 36.99 + applicable taxes	Total Bi-Weekly payment*	36.99 + applicable taxes 36.99 + applicable taxes
Add Ons Bi-Weekly Price	0.00 + applicable taxes 0.00 + applicable taxes		

Total Payable

Total amount payable during Binding Period*: 133.49 + applicable taxes

Payment at joining

Joining fee	99.99 + applicable taxes	Total paid at joining	133.49 + applicable taxes
Subscription Change Fee	0.00 + applicable taxes	Payment method	Card
First Payment	33.50 + applicable taxes		

Service for

☒ **Personal** ☐ **Business**

GoodLife Associate Fullname: Kshitij Tandon

The Statement required by the Consumer Protection Act, 2002 is set out below.

There are terms and conditions set out below and in the attached Schedule(s), if applicable. Please read everything carefully. **By signing, you confirm that you understand and agree to the terms of your membership, including the terms and conditions set out below and in any attached Schedule(s).**

If we accept your signed Agreement we will deliver an electronic copy of this Agreement to you by sending an e-mail to the e-mail address you have given us stated above, which will include a link to your copy of this Agreement. Please print out or retain an electronic copy of this Agreement for your records.

Member Signature

Payor First Name: Muhammad		Payor Last Name: Khan	
Transit: XXXXX	Bank: XXX	Account: XXX3565	
Date (day.mth.yr): 25/11/2021		Payor Signature:	

PLEASE READ THIS AGREEMENT CAREFULLY

About this Agreement: (the "Agreement"). The Member is referred to as "you" or "the Member" and GoodLife Fitness Centres Inc. is referred to as "us", "we" or "GoodLife". This Agreement is legally enforceable. Please read everything carefully. This Agreement may be subject to consumer protection legislation in the province in which the Home Club named above is located (the "Act"). Any waiver or limitation of your rights in this Agreement applies only to the extent permitted by the Act.

1. Our Responsibilities: By accepting this Agreement, subject to the terms set out in this Agreement, we accept you as a member of our health, fitness and wellness facility. You will have the right during the term to use the facilities and services which you have purchased during our posted hours of operation. "Facility" includes your Home Club named above and any other GoodLife locations that you are entitled to access under your permitted reciprocity rights. Note that some facilities and services are only available during hours that the Facility is staffed. Please ask our staff for details.

2. Your Membership Privileges: Your Membership Privileges: Access to all GoodLife Fitness clubs in Canada, including, where available, use of a) cardio-vascular equipment, b) non-restricted strength training equipment, c) regularly scheduled group fitness classes, d) pool, e) changeroom facilities and showers (showers may be restricted), f) tanning (subject to restrictions), g) hydro massage, h) towel service, i) mindDen, j) EMPOWER, k) Recovery Room, l) GoodLife's Full Digital suite of online programming, and m) free holds (holds may be for a minimum of 4 weeks/1 month and no more than 6 months in a one-year period). Available services, facilities and programs vary by Facility. From time to time we may film classes, sessions or other activities at the Facility to create content to share on social media, and other communication channels. You consent to the inclusion of your image in such media. To withdraw your consent, please advise your instructor, coach or other GoodLife associate.

3. Pre-Authorized Payment Agreement: Payor listed above ("Payor") agrees to pay all sums, fees and charges specified in this Agreement (the "Fees") biweekly/monthly and authorizes GoodLife to present transactions for payment against Payor's account. In consideration of GoodLife acting as directed, Payor agrees that GoodLife's treatment of each payment and our rights to it, shall be the same as if it were personally signed by Payor if more than one. The pre-authorized payment shall be drawn on Payor's account to cover all Fees including membership fees. Payor may revoke this authorization at any time subject to providing GoodLife not less than thirty (30) days written notice. Member is responsible for all Fees payable after the effective date of Payor's revocation. Payor has certain recourse rights if any debit does not comply with this Agreement. For example, Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD (Pre-Approved Debit) Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca You agree that the first pre-authorized payment may occur less than 15 days from the start of this agreement.

4. Term: This Agreement commences on 25/11/2021 and will continue until you terminate, by giving us one months' advance notice.

Your Rights under the Consumer Protection Act, 2002

You may cancel this agreement at any time during the period that ends ten (10) days after the later of the day you receive a written copy of the agreement and the day all the services are available. 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, 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 arrangement (or refund an amount equal to the trade-in allowance). O. Reg. 17/05, s. 28 (3).

5. You acknowledge that your right to cancel applies only to this change to your Membership Agreement (this "Change Agreement"). In the event that you exercise your right to cancel this Change Agreement within the cancellation period referred to above, the terms of your existing Membership Agreement will continue to apply, and we will refund any amounts paid by you to us under this Change Agreement.

6. Release: You acknowledge that there is a risk associated with participating in fitness activities and in exercising. Your participation, including, without limitation, your participation in any of GoodLife's Hot Yoga Programs ("Hot Yoga") is completely voluntary and you acknowledge that you are assuming all risks of injury to yourself or others including, without limitation, any illness or medical condition. Please raise any concerns about starting an exercise, fitness or Hot Yoga program with your physician before using the Facility and/or participating in Hot Yoga. You further understand and acknowledge that your use of the showers in the Facility, including your use during such time that the Facility is not staffed ("Unstaffed Hours") is entirely at your own risk. Your use of the showers at all times is completely voluntary and you acknowledge that you are assuming all risks of injury to yourself or others. You agree on your own behalf (and on behalf of your personal representatives, heirs, estate trustees or assigns) to: a) release, indemnify and discharge GoodLife, together with its owners, officers, directors, agents, employees or independent contractors (the "Released Persons"), from any and all claims or causes of action (known or unknown) which you may have arising out of your use

of the Facility and/or your participation in Hot Yoga, including, without limitation, use of the showers during Unstaffed Hours, and including, without limitation, those arising out of the negligence of a Released Person; and b) to 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, without limitation, your negligence, while at the Facility, while participating in any programs offered by the Facility, whether at the Facility, your residence or elsewhere, or while making use of the showers, including, without limitation, any use of the showers during Unstaffed Hours. We, GoodLife, are not responsible for any damage to, loss or theft of your personal property.

7. Cancellation of this Agreement: In addition to any other cancellation rights set out in this Agreement, this Agreement may be cancelled by giving us notice at the address set out in this Agreement by any means which allows you to prove the date on which you gave notice, one month in advance of the scheduled cancellation. Each Member is responsible for cancellation of his or her own membership, notwithstanding that the Member may not be the Payor.

8. Fees: You and Payor agrees to pay us all Fees when due, irrespective of the amount of use you make of the Facility. You agree that after the first year of this Agreement, we may change the Fees at any time. We will provide you with at least thirty (30) days' notice (the "Notice Period") of any change in your Fees by sending you notice in writing at the last address or e-mail address provided by you to us. You may terminate this Agreement at any time during the Notice Period. If you do not terminate this Agreement within the Notice Period you will be deemed to have accepted the change in Fees. All government taxes are in addition to and will be automatically added to all payments. We reserve the right to charge extra for any new or additional services or equipment. You will need to complete a written change agreement if you wish to use new services or equipment for which extra charges apply.

9. Age Limitations: If Member is under the age of majority in Member's province of residence (a "Minor"), Schedule "A" forms part of this Agreement. Members under the age of 18 are not permitted to attend any Facility during hours that the Facility is unstaffed. Participation in Hot Yoga is limited to those 16 years of age and older. Other restrictions also apply to Minor's use of the Facility. Please ask our staff for details.

10. Guests: Guest privileges are available during hours that the Facility is staffed and subject to a guest policy and payment of guest fees which may change from time to time. It is your responsibility to ensure that your guest complies with this Agreement and with all of our Rules. Please ask our staff for details.

11. Rules and Regulations: Our Rules may be posted in the Facility and are available at www.goodlifefitness.com. 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 be suspended 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).

12. 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.

13. Independent Contractors: The services of independent contractors may be available through the Facility. These services are not offered by GoodLife nor do they form part of this Agreement. You must make a separate agreement with an independent contractor if you wish to purchase his/her services. We do not warrant or guarantee the quality of these services or that they will be continuously available. Please ask our staff for details.

14. Payments: We apply all payments in this priority: a) any amounts owing from a previous Membership Agreement; b) Bi-Weekly/monthly Fees and charges as they become due. We do not assess additional late charges on existing unpaid late charges.

15. Dishonoured Cheque Charge: Declined payments and any late charges will be automatically charged to the Payor's bank account set out above. We will apply an administration fee of \$25.00 or the maximum amount permitted by law, including our costs and expenses, whichever is less, to returned payments.

16. Payment Obligations Absolute: You are obligated to pay us all Fees owing or falling due under this Agreement. We will not reduce, discount or cancel your obligation because you do not use the Facility.

17. Warranty: We warrant that the services supplied under this Agreement are of a reasonably acceptable quality but otherwise make no warranty or guarantee regarding the facilities and services that will be available to you under this Agreement.

18. 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 \$25.00, 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.

19. Privacy Policy: You acknowledge that you have had an opportunity to review the GoodLife Fitness Privacy Policy or that it has been made available to you***.

20. Telecommunications: From time to time GoodLife 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 of marketing (including telephone and e-mail marketing and automated telephone messages) 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 calling our Member Experience Team at 1-800-387-2524.

21. No Verbal Agreements: There are no promises, representations, understandings and/or agreements between us other than this Agreement. Any changes must be in writing, signed by both you and GoodLife.

22. Assignment by Member: This Agreement is personal to you. You may not assign or transfer this Agreement to anyone else. Any attempt to sell, assign, or transfer this Agreement is null and void and may, at our sole option, result in cancellation of your membership immediately without any refund.

23. Assignment by GoodLife: We may assign this Agreement to another company or person at our discretion, and the term "GoodLife" 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 defenses available to us under this Agreement.

24. LIMITATION OF DAMAGES: Your entitlement to damages, costs or recovery in any claims brought under this Agreement shall not exceed amounts paid by you under this Agreement.

25. SEVERABILITY OF PROVISIONS: The provisions of this Agreement are severable. If a Court decides that any provision is illegal or unenforceable, the rest of the Agreement is still enforceable. If we choose at any time not to enforce a particular provision, we will still have the right to later enforce such provision.

26. Governing Law: This Agreement is governed by the laws of the province in which the Home Club named above is located and the laws of Canada applicable therein.

* As at date of this agreement. Subject to change based on terms of agreement.

**GOODLIFE FITNESS© is a registered trademark of Patchell Holdings Inc. and its use is licensed to the corporation named above.

*** A copy of the GoodLife Fitness Privacy Policy may be found at <http://www.goodlifefitness.com/PrivacyPolicy.aspx>, or is available at the Facility on request.