**MEMBERSHIP AGREEMENT**

**Member Information**

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| **Name:** | [MEMBER NAME] |
| **Address:** | [MEMBER ADDRESS] |
| **Telephone:** | [MEMBER PHONE] |
| **Email:** | [MEMBER EMAIL] |

(hereinafter referred to as the “Member”).

**Parent/Guardian Information (if the Member is under the age of majority)**

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| **Name:** | [PARENT NAME] |
| **Address:** | [PARENT ADDRESS] |
| **Telephone:** | [PARENT PHONE] |
| **Email:** | [PARENT EMAIL] |

(hereinafter referred to as the “Parent”).

This agreement made as of [DATE] (the “Commencement Date”), between Barriere Gym and Fitness Ltd. of 4&5 4353 Conner Road, Barriere, British Columbia V0E 1E0 (hereinafter referred to as the “Operator”) and the Member regarding access and use of the Operator’s fitness centre (“Fitness Centre”). If the Member is under the age of majority in British Columbia, the Parent hereby contracts with the Operator and executes this Agreement on the Member’s behalf.

**Membership and Term**

1. This Agreement shall commence as of the Commencement Date and shall continue for the duration selected by the Member in Schedule A, attached hereto (the “Initial Term”). Upon expiry of the Initial Term, this Agreement shall automatically renew on a month-to-month basis unless and until terminated in accordance with this Agreement. The Initial Term and any renewal term(s) shall be collectively referred to as the “Term.”
2. For access to and use of the Fitness Centre during the Term, the Member shall pay the Operator a membership fee (the “Membership Fee”) for the Term selected by the Member as set out in Schedule A.
3. Membership Fees shall be recurring monthly, payable on the first of each month of the Term. The Member agrees to pay all such Membership Fees when due.
4. Membership to the Fitness Centre is non-transferable, and all Membership Fees are non-refundable.
5. To qualify for the discounted student price, the Member must provide proof of Member’s enrollment as student in an accredited educational program as of the Commencement Date. Member agrees that the Membership Fee for students is a discounted fee based on the Member’s status as a student of an accredited educational program, in the event that the Member no longer holds such status, the Member agrees that such Membership Fee will be increased to the then standard rate, on a pro-rata basis.

# Member Responsibilities

1. The Member shall adhere to all Fitness Centre Rules and Restrictions, attached hereto as Schedule B, as well as any other facility use guidelines as they may be posted in various locations in the Fitness Centre. The Rules and Restrictions, as well as any facility use guidelines, may be amended from time to time by the Operator without prior notice to the Member.
2. The Member represents and warrants that the Member is of adequate physical condition to engage in physical exercise and the Member shall notify the Operator in writing immediately of any changes to the Member’s health or physical condition.
3. The Member shall not exercise in the Fitness Centre with a third-party personal trainer or any similar third-party instructor without the express written consent of the Operator, which consent may be unreasonably withheld.

# Waiver and Release

1. The Member hereby acknowledges and fully assumes all risks associated with physical exercise and the use of the Fitness Centre amenities, which risks include but are not limited to: damage to the Member’s personal property or the personal property of third parties, injury to or death of the Member or third parties due to slips, falls, musculoskeletal strains, abrasions, lacerations, broken bones, exertion, or due to improper or negligent use of exercise equipment.
2. In consideration for access to the Fitness Centre, the Member hereby waives any and all claims or actions the Member may have against the Operator, its directors, partners, stakeholders, employees, contractors, agents or representatives (“Releasees”) or any of them, and releases the Releasees or any of them from any and all liability, claims or actions for any loss, damage, expense, injury, illness or death that the Member may suffer as a direct or indirect result of the Member’s use of or presence in the Fitness Centre, or related to this Agreement in any way.
3. To the fullest extent permitted by law, the sole remedy for any claim for damages arising out of or related to this Agreement shall be limited to the amount of the Membership Fees paid by the Member up to the date of the occurrence giving rise to such claim, to a maximum amount of twelve (12) months’ worth of Membership Fees.
4. The Member shall indemnify and save harmless the Releasees and each of them against any and all claims, demands, losses, damages, costs or expenses of any nature or kind by whomsoever made, incurred by the Releasees or any of them as a result of:
   * 1. the Member’s negligent act or omission while present in the Fitness Centre; or
     2. the Member otherwise breaching a term of this Agreement.

# Termination and Suspension

1. Except as provided otherwise in the British Columbia *Business Practices and Consumer Protection Act* (the “Act”), and all amendments thereto, the Member may not terminate this Agreement during the Initial Term.
2. Following expiry of the Initial Term, the Member may terminate this Agreement upon at least thirty (30) days’ written notice to the Company.
3. The Company may terminate this Agreement
4. upon thirty (30) days’ written notice to the Member; or
5. immediately and without notice, if the Member breaches this Agreement or acts in any way that is, in the sole discretion of the Company, offensive to or endangers the well-being of Company staff or other members
6. Granted the Member is not in breach of this Agreement, if during the Term the Member is temporarily unable to use the Fitness Centre, upon notifying the Operator, the Member may suspend his or her membership for a period not exceeding ninety (90) days (the “Suspension Period”). Payment of Membership Fees shall temporarily freeze during the Suspension Period, but any outstanding Membership Fees owing at the commencement of the Suspension Period shall be paid in full. The Member may not deliver the Operator with notice of termination of this Agreement until the Suspension Period ends, unless said termination is in accordance with the Member’s rights under the Act.

# Material Changes

1. The Operator shall notify the Member of any increase in Membership Fees or any other material changes to this Agreement. Notice shall be in writing provided to the Member at least forty (40) days in advance.

**Notices**

1. All written notices and communication to the Member required hereunder shall be delivered by email or regular mail at the contact information first above written, or such other contact information the Member provides to the Operator.
2. Unless otherwise stated in this Agreement, or otherwise agreed to by the parties in writing, all notices to the Operator required hereunder shall be delivered in person at the Fitness Centre.

# General

1. This Agreement constitutes the entire agreement between the parties and may be amended only by a written agreement signed by the parties.
2. The parties acknowledge and agree that the Act governs this Agreement, and in the event of any inconsistency or conflict between the provisions of this Agreement and the Act, the provisions of the Act will govern to the extent of such inconsistency or conflict.
3. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such provision shall be severable from the remainder of this Agreement.
4. No party will be held responsible for damages caused by delay or failure to perform its obligations under this Agreement and the performance of the obligation will be suspended if the delay or failure is due a cause beyond the party’s reasonable control including, without limiting the generality of the foregoing, to a fire, strike, flood, natural disaster, act of God, war, pandemic or epidemic, riot, civil disorder, embargo, an act of a public authority, or a delay or default caused by common carriers, which cannot reasonably be foreseen or provided against. This section will not apply to excuse a failure to make any payment when due.
5. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the Operator.
6. This Agreement shall be governed by and construed in accordance with the laws in force in the Province of British Columbia.
7. In this Agreement, all amounts are stated and payable in Canadian currency and do not include GST, PST, HST, or other similar taxes unless otherwise noted.
8. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All of these counterparts will for all purposes constitute one agreement, binding to the parties, notwithstanding that all parties are not signatories to the same counterpart. An electronically executed counterpart, through the Platform or otherwise, will constitute a properly executed, delivered and binding agreement or counterpart of the executing party.

The parties by signing this agreement on the day and year first above written, accept to be bound by the terms and conditions herein contained.

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| Member Signature     Name: [MEMBER NAME] |  | Parent Signature (if applicable)  Name: [PARENT NAME] |  |

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| The Operator by its authorized signatory:  Per: |

**SCHEDULE A  
Membership Term and Fees**

* 1. The Member selects the following length of membership, with the accompanying monthly Membership Fee:
* **1 Month** - $45 per month (Student Rate: $30 per month)
* **4 Months** - $37.50 per month (Student Rate: $25 per month)
* **12 Months** - $31.67 per month (Student Rate: $20 per month)  
  1. Membership Fees are collected by preauthorized debit collected from the Member’s bank account or credit card.

Member Signature  
  
  
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [MEMBER NAME]

**SCHEDULE B**

**Rules and Regulations**

1. Members with a history of high blood pressure, heart conditions, or other medical condition or disability affected by heat or exercise must be cleared by a doctor prior to using the Fitness Centre.
2. Access to the Fitness Centre is subject to hours of operation, closures due to extenuating circumstances, and occupancy limits. The Operator reserves the right to limit the number of patrons in the Fitness Centre at any given time.
3. The Operator is not responsible for any lost, stolen or damaged property.
4. Members must be dressed in appropriate attire while using the facilities in the Fitness Centre. Tops, bottoms, and shoes that cover feet are mandatory in the exercise room. The Operator reserves the right to remove any patrons of the Fitness Centre who, in the sole discretion of the Operator, are dressed inappropriately.
5. Members must wipe down all machines and return all fitness equipment to their appropriate place after each use. Towels are mandatory for the use of cardio equipment.
6. Food and alcoholic drinks are prohibited in the Fitness Centre. Water or drinks must not be stored in glass containers.
7. No pets or animals in the Fitness Centre, except for trained and certified service animals.
8. Children and youth under the age of sixteen (16) years are prohibited from entering the exercise room.
9. For the safety of all patrons, the Operator reserves the right to remove any person from the Fitness Centre who in the sole opinion of the Operator is contravening any rules herein, or is intoxicated or otherwise acting in a dangerous, harmful, or immoral manner.