

# Whib's Gym Membership Agreement

A late fee of \$10.00 will be applied for any payments after the fifth of the month. A charge of \$25 will be made for any checks or pre-authorized withdrawals returned due to insufficient funds. Late payment and payment with an insufficient funds check violate the Gym's rules.

The Gym may change membership dues under this Agreement by posting notice of such change in the Gym at least 30 days in advance of such change.

Note: 6 or 12 month contract members can request (in writing) a 'hold' on their membership for a minimum of 1 month or maximum of 3 months, to allow for extended holidays or medical leave (with verification). When returning to the gym, the membership will resume for the balance of the contract.

Member agrees to keep and obey all rules and regulations now in force or in the future prescribed by the Gym, for the use of the Gym training facilities, premises, and equipment therein, and the Gym reserves the right to revoke this membership for cause if Member fails to keep and obey any of such rules and regulations, or for reasons of nuisance, disturbance or other members or staff, moral turpitude or fraud.

Without limiting the Gym's ability to terminate this membership for cause, the Gym may terminate this membership for any reason at the end of any given month. If the Gym elects to so terminate, the Gym will refund a pro rata portion of any dues applicable to future month(s).

It is expressly understood and agreed that this contract is not assignable or transferable by Member and no rights or privileges granted by this membership can be transferred or assigned by Member.

It is further agreed that the attached waiver shall be signed before use of the gym or classes takes place. The attached waiver and the section following will survive any cancellation of this agreement.

If Member brings any personal property onto the premises of the Gym or onto the Gym's parking area, Member takes such action at Member's sole risk. It is hereby understood that the Gym is not responsible in any way for damage to or loss of any personal property which Member brings onto the premises of the Gym or onto the Gym's parking area, including but not limited to, losses due to theft, damage, or car accident.

If you decide you do not wish to remain a member of this gym, you may cancel this contract by mailing to the gym a notice stating your desire to cancel this contract. The notice must be mailed to the following address:

1704 21 Ave,  
Vernon, BC V1T 1G9

A cancellation fee of \$30, \$50, or \$75 for a 3 month, 6 month or 12 month contract respectively will be charged.

Upon expiry of this contract, if pre-authorized payments have been arranged, it will be assumed you wish to continue at the preferred contract rate you currently hold on a “month to month” basis until a new contract has been negotiated.

If you die or become totally and permanently disabled after the date this contract takes effect, you or your estate may cancel this contract and receive a refund of your unused membership fee by mailing a notice to the gym stating your desire to cancel this contract. The written notice must be mailed by certified mail to the following address:

1704 21 Ave,  
Vernon, BC V1T 1G9

**MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH GYM AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.**

# Whib's Gym Rules and Conduct Agreement

## Access and Security:

- ensure no one follows you in and door closes behind you
- ensure no one else uses your access credentials (key fob or pin)
- every member must swipe or enter pin (if applicable) before entering the gym or aerobics area
- do not open the door for anyone (except emergency personnel)
- be sure to exit before gym closes (see posted time)
- no gym bags allowed on floor (keep in change room or in your vehicle)

## Equipment:

- return equipment (benches, weights, accessories) after use
- do not drop or slam equipment weights or equipment
- spray and wipe down equipment after use (using provided spray bottle)

## Safety:

- ensure safety precautions are taken using free weights (eg - set safety bar on squat and bench rack)
- in case of serious injury - dial 911

## Reporting:

- immediately report any unauthorized or suspicious activity by phone or email or visit the website for more options
- report any equipment needs/repairs by phone or email or visit the website for more options

## Other:

- proper gym attire required (shirt and shoes - no open-toe shoes or sandals)
- no outside shoes permitted
- all youth/children under the age of 16 must be accompanied by an adult and have a valid gym membership

## Penalties:

- violation of gym rules will result in fines (\$25 min/incident) and possible termination of membership without notice

MEMBER ACKNOWLEDGES RECEIPT OF A FULLY COMPLETED COPY OF THIS AGREEMENT EXECUTED BY BOTH GYM AND MEMBER AND ACKNOWLEDGES THE AGREEMENT TERMS.

# Whib's Gym Waiver, Release and Indemnity

I understand and agree that my participation in classes, use of any or all parts of the gym, demonstrations or events outside the gym, or any program or service organized, operated, conducted and/or hosted by Whib's Gym Inc, either on or off the Gym premises is conditional upon my execution of this agreement.

1. I am aware that fitness activities in general, and Fitball classes, Bootcamp classes, Cycle classes and weight training and lifting programs in specific involve the possibility of injury.
2. I accept these risks and all others arising from the use of the equipment at the Whib's Gym Inc. gym, as well as classes and programs at or involving Whib's Gym Inc in any way, even if arising from the negligence, gross negligence, equipment failure or any other cause related to those associated in any way with the Whib's Gym Inc. Gym or classes and programs I may be involved in, the venues at which these events and programs take place, or by those organizing, officiating, instructing or participating in the Whib's Gym Inc. Gym, and any classes, events and programs throughout the year, including the staff, instructors, volunteers and representatives (“the Releasees”)
3. I understand that all instructions and rules for safe participation must be followed and that the **SOLE RESPONSIBILITY FOR MY PERSONAL SAFETY REMAINS WITH ME**, including my physical and emotional preparation and fitness to participate in workouts, events and classes which I chose throughout the year.
4. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time in the gym or in any class or event I feel unable or unfit to continue for any reason.
5. I give a **FULL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS** that I have or may have in the future against the hosts and all other Releasees from all liability for any loss, damage, injury or expense that I may suffer as a result of my utilizing any part or parts of the Whib's Gym Inc. Gym, and classes or events held or hosted by Whib's Gym Inc. or my presence at any venue at which they may take place due to any cause whatsoever including the forms of negligence set forth in paragraph 2 above or from any breach of contract or statutory duty or other duty of care including any duty of care owed under the relevant Occupier’s Liability Act on the part of the Releasees
6. I **AGREE NOT TO SUE**, and I further agree **TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage aware or cost of any type whatsoever arising from my participation in these classes or events.

I HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY. I am aware that by signing this agreement, I am waiving substantial legal rights (on my behalf and on behalf of my heirs, executors, administrators, and next of kin), including the giving up of my right to sue.

# Whib's Gym Signature of Agreement

My signature below signifies I have read and understand and agree to the terms and conditions stated in the following documents:

- wg\_MembershipAgreement\_v1
- wg\_Rules\_v1
- wg\_Waiver\_v1

Name (Printed): \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mail Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

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

# PAR-Q & YOU

(A Questionnaire for People Aged 15 to 69)

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly: check YES or NO.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. <b>Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?</b>
<input type="checkbox"/>	<input type="checkbox"/>	2. <b>Do you feel pain in your chest when you do physical activity?</b>
<input type="checkbox"/>	<input type="checkbox"/>	3. <b>In the past month, have you had chest pain when you were not doing physical activity?</b>
<input type="checkbox"/>	<input type="checkbox"/>	4. <b>Do you lose your balance because of dizziness or do you ever lose consciousness?</b>
<input type="checkbox"/>	<input type="checkbox"/>	5. <b>Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity?</b>
<input type="checkbox"/>	<input type="checkbox"/>	6. <b>Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?</b>
<input type="checkbox"/>	<input type="checkbox"/>	7. <b>Do you know of <u>any other reason</u> why you should not do physical activity?</b>

If  
you  
answered

## YES to one or more questions

Talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want — as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.
- Find out which community programs are safe and helpful for you.

## NO to all questions

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure that you can:

- start becoming much more physically active — begin slowly and build up gradually. This is the safest and easiest way to go.
- take part in a fitness appraisal — this is an excellent way to determine your basic fitness so that you can plan the best way for you to live actively. It is also highly recommended that you have your blood pressure evaluated. If your reading is over 144/94, talk with your doctor before you start becoming much more physically active.

### DELAY BECOMING MUCH MORE ACTIVE:

- if you are not feeling well because of a temporary illness such as a cold or a fever — wait until you feel better; or
- if you are or may be pregnant — talk to your doctor before you start becoming more active.

**PLEASE NOTE:** If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.

**Informed Use of the PAR-Q:** The Canadian Society for Exercise Physiology, Health Canada, and their agents assume no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire, consult your doctor prior to physical activity.

**No changes permitted. You are encouraged to photocopy the PAR-Q but only if you use the entire form.**

NOTE: If the PAR-Q is being given to a person before he or she participates in a physical activity program or a fitness appraisal, this section may be used for legal or administrative purposes.

"I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction."

NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

SIGNATURE OF PARENT \_\_\_\_\_

WITNESS \_\_\_\_\_

or GUARDIAN (for participants under the age of majority)

**Note: This physical activity clearance is valid for a maximum of 12 months from the date it is completed and becomes invalid if your condition changes so that you would answer YES to any of the seven questions.**

