



PLEASE READ THIS AGREEMENT CAREFULLY AS IT SERVES AS **AGREEMENT, EXONERATION, DISCLAIMER OF LIABILITY AND AGREEMENT OF NON-PROSECUTION**

Member/Payor: _____

In view of the right and privilege to join as a member of the SPARTA PROGRESSION GYM INC. and all related activities, You, the undersigned, agree, acknowledge and accept the followings:

About this Agreement: (the "Agreement"). The Member is referred to as "You" or "the Member" and Sparta Progression Gym Inc. is referred to as "us", "we" or "Sparta",. This Agreement is legally enforceable. Please read everything carefully. This Agreement may be subject to consumer protection legislation in the province in which the Sparta 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 and/or 24hrs when applicable. "Facility" includes Sparta named above.

2. Age of Majority: You confirm that you are Nineteen (19) years of age or older. a) In the event that the member is under the age of the Majority (19), being a minor, You, as parent or legal guardian of said minor, confirm and acknowledge being fully aware of Sparta rules, regulations and policies, and you agree that You are responsible, at all times, for the said minor's actions and consequences while at the Gym or while participating in any event, classes or activities related to Sparta.

3. 24hrs Access privilege: You acknowledge that you must use your access privilege for your own personal purposes and that you are fully responsible for the possession of your access card giving you 24hr access to Sparta.

a) In the event of loss or theft of your 24hrs access card, You must immediately notify SPARTA to cancel and pay for a replacement access card.

b) **You acknowledge that you cannot give access to a non-member. If you give access to a non-member, with or without your consent or knowledge, that you are fully responsible for all actions, damages and claims related to the lost possession of your access card.**

c) **Without limiting the preceding, you will be charged a \$100.00 fee for a first offense and you understand and acknowledge that in the event of a second offense, that your rights and privileges as a member at SPARTA will be withdrawn without any further notice and refund.**

4. Video Camera Monitoring: SPARTA is under a closed circuit camera surveillance at all times (24hrs/7 days a week) on a without prejudice basis to its sole discretion. However, You accept and authorize SPARTA to operate the camera surveillance at all times during your presence. Furthermore, You acknowledge, accept and authorize that the video recording captured of yourself or in which you appear **can and will** (at Sparta's sole discretion and without objection) be used as evidence against You or others in the event of a criminal prosecution or civil litigation.

5. Pre-Authorized Payment Agreement: if this is a Pre-Authorized Payment agreement, Payor listed above ("Payor") agrees to pay all sums, fees and charges specified in this Agreement (the "Fees") at the specified frequency and authorizes Sparta to present transactions for payment against Payor's account. In consideration of Sparta acting as directed, Payor agrees that Sparta'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. If you are at default of payment, fees will be charged. See 'Default' section. To obtain more information on your recourse rights, contact your financial institution or visit www.payments.ca

6. Term, cancellation and refund: This Agreement commences on the Start Date and Expires on the last day of the active membership Period (collectively, the "Commitment Period"). This Agreement cannot be cancelled and is non-refundable.

7. 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 Commitment Period or, where the Commitment Period is less than one (1) year, 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.

8. 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 Sparta Programs, is completely voluntary and you acknowledge that you are assuming all risks of injury to yourself or others **(including the use of the equipment during such time that the Facility is not Staffed ("Unstaffed Hours") is entirely at your own risk)** including, without limitation, any illness or medical condition. Please raise any concerns about starting an exercise, fitness or Sparta program with your physician before using the Facility. **You further understand and acknowledge that your use of the showers and infrared Sauna in the Facility, including your use during such time that the Facility is not staffed is entirely at your own risk.** Your use of the showers at all times is completely voluntary. You acknowledge that you are assuming all risks of injury, serious injury and / or death that may occur of your use of equipment and facilities at Sparta including, but not limited to: sprains, strains, fractures, sores, tears, burnout syndromes, seizures heart and the possibilities of permanent paralysis and / or extreme death 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 Sparta, 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 Sparta Programs, 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, Sparta, are not responsible for any damage to, loss or theft of your personal property.

9. Health: you acknowledge that you are responsible for not joining, participating in, or terminating your membership or participation at Sparta and/or in any other activities related to SPARTA in the event that you suffer, before, during or after your membership with SPARTA, any discomfort, incapacity or discomfort whatsoever for any reason whatsoever. Without limitation, You acknowledge being aware and advised that the physical conditioning and activities at SPARTA may not be recommended if you are suffering or have suffered from any (i) cardiovascular problem; (ii) pulmonary; (iii) articular; (iv) cerebral; (v) diabetic or (vi) haematological, and You accept the risks. You voluntarily assume and accept all risks, known or unknown and inherent, to Your membership or participation in SPARTA's activities, including the use of Sparta during unattended/unstaffed periods (24hrs per day, 7 days per week).

10. Consent to First Aid: In the event of an injury or illness related to your membership or participation in any activities at SPARTA, or the minor of which You are the parent or legal guardian, You consent to the administration of First Aid procedures and other medical treatments to You or the Minor at, or during any event, classes or activities related to, Sparta, and hereby Indemnify, release and save harmless SPARTA of any liability or claim following and/or resulting of the said procedure and administration of First Aid.

11. Classes Programming: SPARTA reserves the right, in its sole discretion, to postpone, cancel, or modify any programming, classes, courses, or activities at, or related to Sparta due to force majeure or for any other reason with or without refund in its sole discretion.

12. Rules and Regulations: Our Rules may be posted in the Facility or available at www.spartaprogressiongym.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 other than with the agreement of Sparta) 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).

13. 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 Gym as of the date of this Agreement. Classes and equipments are available based on sufficient demand. If the Facility is temporarily unavailable for use, your membership may be extended for an equivalent period.

14. Independent Contractors: The services of independent contractors may be available through the Facility. If these services are not offered by Sparta, they do not 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.

15. 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.

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. Suspension: You are allowed to freeze/suspend all activities on your account and Sparta access for a maximum of two consecutive or separate months, only if you have a 1-year membership (neither transferable nor cumulative). You must send notice to SPARTA one day before the date on which you choose to freeze your account and Sparta access. On such notice, SPARTA will deactivate your 24hrs access Card on the requested date and for the following month or months (up until 2 months) as per your request. Your account will automatically restart at the end of the allowed frozen month or months. Your payment Obligation are absolute and remains due as per the one-year agreement membership, however your frozen month (up to 2 months maximum) will be added at the end of the agreed termination date and modifying the said termination date accordingly.

18. 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.

19. 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.

20. Telecommunications: From time to time Sparta 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 1-506-353-2411.

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 Sparta.

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 Sparta: We may assign this Agreement to another company or person at our discretion, and

the term "Sparta" 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 Sparta named above is located and the laws of Canada applicable therein.

27. **Independent Legal advice:** You acknowledge that you had the opportunity to seek an independent legal advice by an independent counsel/attorney prior to executing this agreement. You understand that this Disclaimer and Release Agreement binds you and your spouse / common-law partner, yours / her heirs, executors, administrators, personal representatives and assigns. You hereby acknowledge and declare that You have carefully read this Agreement, that You fully understand it and that You are signing this Agreement freely and of your own will.

28. **Waiver:** By signing this disclaimer, You will be forever barred from pursuing or making any further claims against SPARTA, its shareholders, heirs, executors, administrators, legal representatives, assignees and volunteers by virtue of any material loss, theft, injury or other damage that I may incur as a member of and my participation in, at SPARTA.

29. **Headings:** The headings used in this Agreement are for convenience only and shall not be construed to alter the meaning of the foregoing subsections.

30. **Agreement details:** You must view the Agreements details before accepting the terms and conditions.

31. **Electronic Signature:** In the event that this agreement is agreed electronically, By clicking the "I Confirm" checkbox, you will be electronically signing the Agreement and accepting all terms and conditions, and submitting it electronically for our review.

32. **Language:** I acknowledge having chosen to fill and agree with the english version of this document despite the fact that a French version of this document exists and is accessible. / Je reconnais avoir choisi de remplir la version anglaises du présent document malgré le fait qu'une version française de ce document existe et est disponible.

I CONFIRM THAT THE BANKING INFORMATION PROVIDED ARE MY OWN, AND I AUTHORIZE SPARTA PROGRESSION GYM INC. TO USE THE ACCOUNT INFORMATION PROVIDED FOR THE PURPOSE OF WITHDRAWING THE MEMBERSHIP DUES.

I CONFIRM THAT I HAVE READ THE TERMS AND CONDITIONS ABOVE.

I HAVE READ THIS FORM OF AGREEMENT, EXONERATION, DISCLAIMER OF LIABILITY AND AGREEMENT OF NON-PROSECUTION AND UNDERSTAND THE TERMS, AND SIGNED IN A VOLUNTARY MANNER WITHOUT CONSTRAINT.

Date: _____

Signature of Witness: _____ Member's Signature : _____

Name: _____ Name: _____

CONTACT IN CASE OF EMERGENCY: Name: _____

Telephone Number: _____

MINOR MEMBERS/PARTICIPANT - LESS THAN NINETEEN (19) YEARS

I declare to be the parent and/or legal guardian of the minor member/participant. I accept all terms and conditions mentioned herein. I confirm that the minor is old enough to participate in activities offered at SPARTA PROGRESSION GYM INC from time to time and subject to modification without further notice and is fully capable of utilizing the fitness equipment, change rooms, showers and premises of SPARTA PROGRESSION GYM INC.

Date: _____

Signature of the Witness: _____

Signature of the parent/: legal guardian: _____

Name: _____ Name: _____

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