

Postma Fitness Centre Membership Contract

Name: _____ Address: _____

Phone: _____ Email: _____

I _____ will be signing up for a _____ membership at Postma Fitness Consulting at a rate of _____.

Membership period: _____ to _____.

WAIVER AND RELEASE OF LIABILITY: You (Buyer, member, parent, spouse, or guest, as applicable) agree that if you engage in any physical exercise or activity or use of any facility on a clubs premises, you do so at your own risk. This includes, without limitation, your use of the equipment, locker room, showers, parking area, or sidewalk, stairs, elevator, and your participation in any activity, class, program or instruction now or in the future made available. You agree that you are voluntarily participating in these activities and using the equipment and facilities and assuming all risk of injury or your contraction of any illness or medical condition that might result in there from or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) to release and discharge us (and our affiliates, employees, agents, representatives, successors and assigns) from any and all claims or causes of action arising out of our negligence. This waiver and release of all liability includes, without limitation, injuries which may occur as a result of a) your use of any facility or its improper maintenance, b) your use of any exercise equipment which may malfunction or break, c) our improper maintenance of any exercise equipment, d) our negligent instruction or supervision, and e) your slipping or falling while in any club or on the surrounding premises. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY. IN ADDITION, YOU DO HEREBY WAIVE ANY RIGHT THAT YOU MAY HAVE, BY OR ON BEHALF OF YOURSELF, YOUR SPOUSE, OR ANY CHILD (MINOR OR OTHERWISE), TO BRING A LEGAL ACTION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST US FOR OUR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY YOU, YOUR SPOUSE OR CHILD IN ANY OF THE ACTIVITIES, OR USE OF THE EQUIPMENT, FACILITIES, OR SERVICES WE PROVIDE AS DESCRIBED IN THIS PARAGRAPH, OR IN ACCOUNT OF AN ILLNESS OR ACCIDENT, OR DAMAGE TO OR LOSS OF YOUR PERSONAL PROPERTY.

Each member should consult with their physician before using our services and clubs. You understand and acknowledge that we have no expertise in diagnosing, examining or treating any medical condition. You agree you will not use the clubs with any medical condition, including open cuts, abrasions, and sores infections, maladies or inability to maintain personal hygiene, if such condition poses a direct threat to the health or safety of yourself and others, and agree you will use the clubs in accordance with all applicable public health requirements. It is your responsibility to consult with a physician to determine if any of these medical conditions exist and, if so, whether such condition poses a direct threat to the health or safety of yourself or others. The club reserves the right, however, to make the final determination in this regard.

You agree to follow the rules and regulations now in force or in the future adopted by us, or our affiliated health clubs, including but not limited to, rules and regulations with regard to hours of operation, use of equipment, services, and club premises, personal hygiene, and attire. We reserve the right to revoke or suspend your membership, without refund, if you or your guest fails to follow any rules and regulations, for reasons of nuisance, disturbance of other members, moral turpitude or fraud, or if we determine that your actions may endanger yourself or other persons. If your membership is suspended, your obligations to make payments under this contract continue as scheduled. It is prohibited by any member or guest to conduct, purchase or subscribe to any commercial business or activity or solicit any business competitive with that of the club (including personal training services) at any club without our prior, express, written consent. Member agrees to pay any revenues received by member or members' guest in violation of this agreement.

SIGNATURE OF COMPLIANCE: _____ DATE: _____

Postma Fitness Centre Pandemic Agreement

WAIVER AND RELEASE OF LIABILITY: You (Buyer, member, parent, spouse, or guest, as applicable) agree that if you engage in any physical exercise or activity or use of any facility on a clubs premises, you do so at your own risk. You agree that you are voluntarily participating in these activities and using the equipment and facilities and assuming all risk of injury or your contraction of any illness or medical condition that might result in entering the facility.

Prevention Measures:

- Avoid close contact with people who are sick
- Avoid touching your eyes, nose and mouth.
- Stay home when you are sick
- Cover your cough or sneeze with a tissue, then throw the tissue in the trash.
- Clean and disinfect touched objects and surfaces using the provided cleaning spray.
- All persons entering or remaining in these premises must wear a mask that covers the nose, mouth, and chin as required under Municipal By-law 101-2020. The mask is not required to be on while performing your workout.
- Wash your hands with soap and water for at least 20 seconds or use hand sanitizer when you arrive and when you leave the gym.
- Maintain a six foot or two metre distance from all other members or employees. (with the exception of personal training clients)
- No outdoor shoes in the workout space, please bring a separate pair of shoes to wear in the facility.
- No high fives or physical contact in the facility. Air high five instead! :)
- No congregating before or after your workout. Please get dressed and immediately go to your workout area.
- Please sign in at the front desk for tracking purposes for all of your visits by printing your full name and recording the sign in time of arrival.
- Do not arrive early for your session to ensure the ability to physical distance. You are welcome to wait outside in the updated alleyway.
- You must book your appointment 12 hours in advance on our Facebook page by clicking on the 'BOOK NOW' button to be allowed access into the facility.
- The stairs are to be used only as a means to travel up and down and cannot be used for exercising purposes. Only one person can be travelling up or down the stairs at once.
- Only one person may be using the washroom at a time and no belongings, including soap, shampoo, conditioner, towels and others may be left on the premises.
- When exercising downstairs if a member is within six feet or two metres, please do not use equipment next to them.

As a member of Postma Fitness, I _____ agree to follow the Pandemic guidelines.

Signature of compliance

Date

If you are under the age of 18 years old please have your parent/guardian sign below:

Parent/Guardian Signature

Date

PFC STAFFED HOURS

MONDAY 6AM – 7PM

TUESDAY 9AM – 7PM

WEDNESDAY 6AM – 7PM

THURSDAY 9AM – 7PM

FRIDAY 6AM – 1PM

SATURDAY -