

FITNESS WORLD

MEMBERSHIP AGREEMENT TERMS AND CONDITIONS

Your use of the fitness centres is governed by the terms and conditions listed in this Agreement.

1. **DEFINITIONS:** In this Agreement: (i) the customer listed above and/or who signs below is referred to as “you”, “your” and “yourself”; (ii) FW Fitness BC Ltd. and its respective legal representatives, successors and assigns are collectively referred to as “we”, “our”, and “us”; (iii) the fitness centres operated by us under the name “Fitness World” are referred to as Fitness World; (v) “Agreement” shall mean this membership Agreement, including all Schedules attached hereto; (vi) “membership” shall refer to the rights of membership given to you under this Agreement; and (vii) “Minimum Term” shall mean the Minimum Term in months shown on the face of this Agreement, such term not to exceed 24 months; (ix) “Recurring Dues” shall mean the recurring dues shown on the face of this Agreement, as adjusted by us in accordance with this Agreement from time to time. (x) “Annual Enhancement Fee” is an annual amount (determined by us) that we charge to you in connection with your membership.
2. **MEMBERSHIP TYPE:** Your membership rights are determined by the membership type that you choose. Unless otherwise indicated, membership includes the following core services: (i) access, during regular hours of operation, to the locations specified for your membership type, (ii) use of most cardiovascular machines, weight training machines and free weights, (iii) a goal session as described elsewhere in this Agreement. Facilities and services may vary at each location.
3. **OPTIONAL BUNDLED SERVICES:** You may choose to avail yourself of optional programs and/or services for additional fees (the “Bundled Services”). The Bundled Services offered at each Fitness World location vary, and may include, without limitation, personal training sessions, either one-on-one or group, childminding, group studio classes, guest privileges, HydroMassage®, tanning sessions, recovery tools, registration programs, dietary supplements and/ or seminars. Your membership includes those Bundled Services that are listed on the face of this Agreement. It may, from time to time, be necessary for us to discontinue certain Bundled Services. Where this occurs, you agree that we may, at our sole discretion, either substitute the discontinued Bundled Services for other comparable Bundled Services of equivalent value, or refund the value of the unused portion of the discontinued Bundled Services to you. You agree that any such change will not constitute a substantial change to the services we offer to you, as long as we continue to deliver the core services outlined in Section 2.
4. **PAYMENT AUTHORIZATION:** You authorize us (and for certainty our service providers acting on our behalf, including without limitation ABC Global Services and its affiliates) to charge your credit card or debit your bank account, as applicable, for all amounts payable by you under this Agreement. A pre-authorized debit (PAD) may be revoked by you at any time upon 30 days prior written notice. Revoking your authorization will not relieve you from your payment obligations under this Agreement. You have certain recourse rights if any charge or debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Agreement. The PAD under this Agreement is a Personal PAD. We require 30 days’ notice to change bank account or credit card information. Visit www.cdnpay.ca or your financial institution to obtain more information on your PAD recourse and cancellation rights and a sample cancellation form. Except as otherwise expressly contemplated by this Agreement, you agree to waive any pre-notification requirements and as such we will not provide you with pre-notification of any charge or debit.
5. **POST TERM DUES:** I understand that following the expiry of my Minimum Term my membership will continue as a month-to-month membership, and that post term perpetual Recurring Dues, and the Annual Enhancement Fee, will be payable by me until my membership is cancelled as provided under this Agreement.
6. **DUES ADJUSTMENTS:** Both during and after the Minimum Term, you authorize us to adjust your Recurring Dues for calculation errors or changes in taxes, and annually for Consumer Price Index (CPI) increases. CPI adjustments may be made on a cumulative basis to reflect CPI adjustments not made by us in prior years. After the Minimum Term or prepaid dues period, we may, at our discretion, adjust your Recurring Dues, or Annual Enhancement Fee, upon giving you not less than 45 days prior written notice mailed to the postal address or sent to the email address specified above, or such other address as you may subsequently notify to us. Except as specifically provided in this Agreement, a failure by you to avail of our facilities or services will not result in a reduction of your dues payable under this Agreement, including any Recurring Dues or Annual Enhancement Fees.
7. **FREEZE AND TRANSFER POLICY:** We do not freeze or transfer enrollment fees or Recurring Dues for any reason other than as follows: (a) For medical reasons, we may agree to temporarily suspend or reduce Recurring Dues, or Annual Enhancement Fee, upon submission of appropriate documentation and satisfaction of certain conditions; (b) A single location limited membership may be transferred to another single location for a \$20 transfer fee (limited to one transfer per member); and (c) In extraordinary circumstances we may agree to reduce recurring club membership dues to 50% of current fees to enable you to maintain the membership during period(s) of non-use. Please contact us for appropriate submission forms.
8. **ADMINISTRATION FEES:**
 - a. Amounts not paid in full within 10 days of their due date will be subject to a late payment charge of \$15 of the unpaid amount per month. The amount of such late payment charge may be adjusted upon giving you not less than 45 days prior written notice

- mailed to the postal address or sent to the email address specified above, or such other address as you may subsequently notify to us.
- b. Recurring Dues and Annual Enhancement Fees, other than those paid by PAD or pre-authorized credit card charge, are subject to an additional \$5.00 service fee per payment plus applicable taxes.
 - c. Upon payment default, we may declare the whole or any part of the balance of the enrollment fee(s), and Recurring Dues for the duration of the Minimum Term, to be immediately due and payable.
 - d. All memberships are subject to an Annual Enhancement Fee which is due within the first two months of the purchase date. The Annual Enhancement Fee is an industry standard fee to enhance our facilities, services, and programs for our members.
9. **CO-SIGNER:** Where this Agreement has been signed by a co-signer and/or when membership is purchased as a gift, the co-signer agrees, as primary debtor and not merely as guarantor or surety, to pay all amounts required to be paid to us as and when due and to otherwise perform all of the obligations of the member under this Agreement. The liability of the member and the co-signer under this Agreement shall be joint and several. Co-signer must be a legal guardian/parent over age 25 for any member below age 19 (yet meets our age requirements).
 10. **FACILITY ACCESS:** A listing of the Fitness World locations applicable to your membership type can be found on our website (www.fitnessworld.ca) or obtained at any Fitness World facility. We may, from time to time, change the locations applicable to your membership type for reasons that include, but are not limited to, the expiry of a lease, the opening of a new location, and/ or damage caused to a facility by fire, act of God, pandemic, catastrophe or accident. Should the Fitness World location to which you made your application for membership become unavailable for your use for any reason, you agree to use another reasonably comparative Fitness World location not more than 30km from that location. Equipment and classes are subject to demand and are available on a first-come first-served basis. There may be occasions, especially during peak hours, where you may experience delays in using equipment, or be precluded from attending a class.
 11. **PERSONAL CONDUCT:** You agree to abide by the rules and regulations of membership as determined by us from time to time, a complete copy of which is posted at each Fitness World location. You agree that while you participate in services and facilities your conduct will be such that it presents no danger to other members or staff, and does not interfere with the quiet enjoyment of the other members or staff, or disrupt the staff in performing their duties.
 12. **POLICIES, FACILITIES AND PROGRAMS:** From time to time, we may introduce new facilities or programs, available to members for an additional fee, make reasonable changes to the days and hours of operation or publish and amend policies and regulations. You expressly agree to abide by the policies attached as Schedule "A", which may be amended from time to time as per the prior sentence.
 13. **PRIVACY:** We collect your personal information primarily for the purpose of providing you with the services and / or the facilities contemplated under this Agreement. We may contact you about your membership account or to conduct market research & surveys in an effort to continually improve our product and service offerings. We or a third party engaged by us may conduct personal credit investigations, or report your account information to a reporting bureau, for the purposes of collecting overdue amounts and updating appropriate credit information. For further details, see our privacy policy found online at: <https://www.fitnessworld.ca/privacy-policy/>.
 14. **REPRESENTATION:** You represent and warrant to us that (a) all information supplied by you in this Agreement is true and (b) you are in good health and have no medical condition that will prevent you from engaging in exercise or that will increase your risk of injury or harm should you engage in exercise. We recommend that you consult with your physician before under-taking any exercise program.
 15. **MEMBER RIGHT OF CANCELLATION:** This Agreement is subject to the *Business Practices and Consumer Protection Act* (British Columbia) which provides consumers with certain cancellation rights under section 23 and section 25. You may cancel this Agreement from the day you enter the Agreement until 10 days after you receive a copy of this Agreement. You do not need a reason to cancel within this period. If you cancel this Agreement, we have 15 days to refund your money. If you send the cancellation notice by mail or email, it doesn't matter if we receive the notice within the required period as long as you sent it within the required period. After the Minimum Term (excluding reasons denoted under section 17), you may terminate this Agreement by providing at least thirty (30) days' written notice to us delivered by email, registered mail or personal delivery. The termination will be effective at the end of the period for which you have fully paid us, and you may continue to use the facility during that paid period. We will not charge your credit card or initiate any EFT payments, which are scheduled to occur more than thirty (30) business days after the cancellation notice is received by us; provided, however, notwithstanding the foregoing, you shall still be liable for the full amounts of the Annual Enhancement Fee if you cancel your membership within the first 60 days. If the cancellation cannot be processed prior to the scheduled date of the charge, we shall refund the charged amount.
 16. **FITNESS WORLD RIGHT OF CANCELLATION:** We may cancel this membership at any time, for any reason, upon giving you not less than 30 days prior written notice mailed to the postal address or sent to the email address specified, or such address as may be subsequently notified to us by you. Should we, other than in circumstances contemplated under Section 10, cancel this membership during the Minimum Term, a pro-rated portion of any dues or enrollment fees will be refunded.
 17. **MATERIAL CHANGES:** The *Business Practices and Consumer Protection Act* (British Columbia) may permit you to cancel your membership if a material change occurs in your personal circumstances, or if there is a material change to the services that we provide to you. For this purpose, a "material change" includes (i) moving your residence to a location that is more than 30 KM away from the nearest Fitness World location or (ii) suffering a physical, medical or mental disability, substantiated in writing by a medical practitioner, or nurse practitioner, that results in continued participation of our services or facilities being unreasonable due to likely

risk to your health. Should you discontinue your membership as a result of a material change, any fees owed by you for services rendered prior to cancellation, must be paid in full.

18. **ACKNOWLEDGEMENT AND RELEASE: I HAVE READ AND FULLY UNDERSTAND THE ACKNOWLEDGMENT, RELEASE AND INDEMNITY SET OUT IN SCHEDULE "B" TO THIS AGREEMENT AND I AGREE TO COMPLY WITH THE TERMS AND CONDITIONS SET OUT IN SCHEDULE "B". I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES (AS DEFINED IN SCHEDULE "B").**

19. **TANNING TERMS: I HAVE READ AND FULLY UNDERSTAND THE TANNING RELEASE AND INFORMED CONSENT TERMS AND CONDITIONS SET OUT IN SCHEDULE "C". I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST US AND ALL AFFILIATES, EMPLOYEES AND AGENTS.**

20. **GENERAL:**
 - a. The Schedules shall form part of this Agreement and shall be read and construed together with this Agreement. We may, from time to time, update the acknowledgement, release and indemnity form, in which case you may be required to sign the current form of Schedule "B" as a condition to you continuing to use our facilities and services.
 - b. You acknowledge that this Agreement, and other forms completed at the same time as this Agreement, constitute the entire Agreement between you and us regarding your membership, and that, other than as contained in this Agreement, neither we nor any of our representatives or employees have made any express or implied representations or warranties to induce you to enter into this Agreement (including, without limitation, that our programs, facilities, or advice have been or are approved by any medical authority).
 - c. Other than as expressly provided herein, neither you nor we may change this Agreement unless such changes are agreed to in writing signed by both you and us.
 - d. The obligations of the member and any co-signer under this Agreement are personal and may not be assigned or transferred except as provided hereunder. Fitness World may assign all or any part of its rights and obligations under this Agreement to another person or company.
 - e. This Agreement will be governed by the laws of British Columbia and the federal laws of Canada applicable therein.
 - f. This Agreement may be executed by facsimile, email, digital signature or otherwise and will be deemed to be an original.

CLUB PROTOCOL & ETIQUETTE

Welcome to Fitness World! Before you get started, read through our club protocols, expected etiquette, and a few tips on how to make your workouts worth it. Protocols may change from time to time.

HOURS OF OPERATION: We're open long hours for the early birds and night owls. Club hours are posted at all clubs and available online at www.fitnessworld.ca. Club hours vary from location to location and may change subject to public response. During hours of operation, you may find that some times are busier than others, and it is up to you to decide when you would like to visit the club.

PARKING: Each Fitness World location has individual parking conditions. Please check with the location you wish to attend regarding parking areas. Fitness World is not responsible for any parking fees incurred during your visit to our clubs.

CHECK-IN: Members are encouraged to use the Fitness World Canada Mobile App for quick and contactless check-in. If you are unable to access the Mobile App, you must check-in with a member ID card or manually at the Front Desk upon entering a club location. Periodically, members will be asked to update their information, such as contact info, payment methods, and pictures on file, etc.

TRAIN^{FW} CHECK-IN: Members with access to TRAIN^{FW} facilities are required to use the Fitness World Canada Mobile App for access and check-in. Your account must be active and in good-standing to gain entry into any TRAIN^{FW} location. Overdue accounts will be denied access. For the safety of yourself and others, do not allow unauthorized access into the facility. TRAIN^{FW} access may be included with your membership fees, depending on the membership type purchased.

EXERCISE CLOTHING & HYGIENE: Clean, appropriate athletic clothes and footwear that will not restrict freedom of movement are required for the exercise floor. For the purposes of safety, hygiene, and environment, the following are NOT ALLOWED on the exercise floor: street clothes, denim, cut-off shorts, clothing with offensive slogans, sandals, swimsuits or strong scented sprays / lotions.

LOCKERS: Lockers are available for daily use only. Please bring your own lock, and remember to take all items home after your workout, as locks and contents may not be left overnight. For safety reasons, workout bags may not be brought onto the exercise floor. Do not leave any valuables in lockers. Fitness World is not responsible for lost or stolen items.

CLASSES & THE WORX: Schedules for Classes & THE WORX are available at each location, or can be found online at www.fitnessworld.ca. Classes or THE WORX may be included with your membership fees, depending on the membership type purchased. Schedules change seasonally and are dependent on participation volume and availability of qualified instructors.

FILMING & PHOTOGRAPHY: Taking photos or videos in public areas of Fitness World clubs is permitted for personal use only. Personal photography and videography is limited to pictures and videos of yourself. Photography and videography is not allowed in any locker room, rest room, sauna, steam room or childminding areas and must not be disruptive to others. The privacy and comfort of all members will be the priority in any conflict arising under this policy, and Fitness World reserves the right to ask you to remove any photo or video taken in a Fitness World club. This privilege may be revoked at any time and for any reason at the sole discretion of Fitness World team members. You may not take photos or videos in Fitness World clubs for professional or commercial purposes without explicit written consent from a Fitness World team member. Professional and commercial purposes include, without limitation, any photography or videography that is taken for personal profit, professional gain, or any other commercial purpose to promote your outside business or any third party's business, products or services.

SHOWERS, SAUNAS & TANNING: Read all health and safety standards posted before using saunas and tanning booths. Bathing suits must be worn in saunas and tanning booths. Dry yourself thoroughly before entering dressing rooms after leaving showers. No glass containers allowed. No shaving on premises.

GUEST PRIVILEGES: Unlimited guest privileges are included with select membership types excluding TRAIN^{FW} locations. A member with guest privileges may only bring one guest during any club visit. The guest must be with the member when they check-in to the club. A member may not walk in to check-in a guest and then leave the club while the guest uses the club. All guests must sign the guest register, which includes a liability waiver. Guest access provides use of fitness equipment and machines. Fitness World membership is required to access other services and amenities. Reach out to a Fitness World team member to learn more. Guests must be 18 years of age or older, unless the guest is a legal dependent, in which case they may be 16 years of age.

TRAVEL PRIVILEGES: Keep up your workout routine while you travel with access to associated fitness centres around the world! Prior to travelling, check with Member Services by email: services@fitnessworld.ca or phone 604.370.8746 for a list of associated fitness centres, many of whom provide services at a discount or at no cost to you, as a Fitness World member. Use of associated fitness centres is subject to all their rules, regulations and privileges.

EQUIPMENT USE: Throughout your workout, remember to clean and return all equipment you use. For the safety of yourself and others, do not drop weights on the floor.

NEW TO THE GYM? New members are entitled to a one-on-one goal session with a Personal Trainer, in which you can review your fitness goals, learn how to use key pieces of equipment, and discuss your nutritional habits. The goal session is limited to one 50-minute session per new member, and can be scheduled in advance.

ADDITIONAL ETIQUETTE TIPS:

- 1. Get Ready:** To make sure you're ready for physical activity, consult with your doctor for approval and a personal assessment before starting any new workout routine.
- 2. Ask for Help:** Want to try a new piece of equipment or new exercise? Our team is here to guide you and help you get the most out of your workout, all you have to do is ask!
- 3. What to bring:** We recommend bringing a small sweat towel and a full water bottle for your workout.
- 4. Fuel up & Recharge:** An easy to digest snack of 200 – 400 calories 30 – 60 minutes prior to your workout will ensure your body is fueled and up to the task. A snack 30 – 90 minutes after a workout allows your body to adapt to the challenge. Use of prohibited substances is not allowed.
- 5. Warm Up:** Get moving with 5 – 10 minutes of light movement before your workout, whether that's a quick run on the treadmill, some stretching, or a dynamic warm up.
- 6. Studio Manners:** The studio may be used when classes are not in session. Please abide by posted studio manners.
- 7. Take Turns:** Allow others to "work-in" with you between sets and be conscious of others waiting to use equipment by limiting cardio machine use to 30 min during peak hours.
- 8. Stretch it Out:** Five minutes of muscle lengthening activity at the end of your workout completes a well-rounded program.
- 9. Create a Safe Space:** Additional policies and guidelines are posted throughout the club to create a safe and comfortable workout environment for all members. Common courtesies are desirable and well received by employees and members.
- 10. Looking for more?** Consider hiring a personal trainer who can work with you to build a custom workout and nutrition plan that will get you to your goals in a more effective, fast, and safe way.
- 11. Let's Get Social:** Join our online community and share your fitness journey using #FitnessWorldCanada. Keep your photos on the gym floor, and out of change rooms!
- 12. Get Nutritional Support:** Your personal trainer can help build a plan with you. And don't forget, your membership comes with discounts on Dotfit supplements and products.

ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT

PLEASE READ CAREFULLY.

By signing this document, I am waiving certain legal rights, including the right to sue or claim compensation from FW Fitness BC Ltd. dba Fitness World (the "Fitness World Club").

ASSUMPTION OF RISK AND INFORMED CONSENT

I am joining the Fitness World Club to engage in physical activity and exercise, including fitness classes, weight training and the use of Fitness World Club facilities, equipment and services. I acknowledge and agree that this Agreement covers every activity I may participate in at any Fitness World club and any facilities, equipment and services that I may use either inside or outside any Fitness World facility. I am aware that this is potentially hazardous and involves many risks including but not limited to: heart attacks; strokes; physical injuries; property damage; and NEGLIGENCE ON THE PART OF THE FITNESS WORLD CLUB, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN PHYSICAL ACTIVITIES AND EXERCISE AND FROM USING FITNESS WORLD CLUB FACILITIES, EQUIPMENT AND SERVICES. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND ANY LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for accepting my application for membership and permitting my use of Fitness World Club equipment, services and facilities, and for other good and valuable consideration, I agree:

1. **to waive any and all claims** that I have or may in future have against the Fitness World Club and its directors, officers, employees, agents, members, guests and representatives (defined collectively as the "Releasees") and **to release the Releasees** from any and all claims and liability (except as prevented by statute) for any injury, loss, damage, cost, or relief of any kind due to any cause whatsoever, including: claims in any way connected with the Fitness World facilities, equipment or services; negligence; gross negligence; vicarious liability for any other person's act or omission; or breach of any statutory or other duty of care by or on the part of the Releasees, including under the Occupiers Liability Act, R.S.B.C. 1996, c. 337.
2. **not make any claim against** any other person or entity that may result in a claim against the Releasees and I shall **hold harmless and indemnify the Releasees** from any and all such claims, whether for damage to the property of or personal injury to any third party.
3. **to hold harmless and indemnify the Releasees** from any and all claims made against them by any person who is not a Fitness World Club member that I invite or accompany to use any Fitness World equipment, facilities or services, or to participate in Fitness World Club activities of any kind, including claims for damage to property or personal injury.
4. **This Agreement shall be effective and binding** upon my heirs, next of kin, executors, administrators, assigns and representatives.

TANNING RELEASE & INFORMED CONSENT

PLEASE READ THE FOLLOWING INFORMATION BEFORE TANNING AND ACKNOWLEDGE THAT YOU UNDERSTAND AND ACCEPT ALL PROVISIONS BELOW.

1. You must use eye protection while using a tanning device in this facility. If eye protection is not worn while using a tanning device, it may cause damage to the eyes, including severe burns and/or long-term injury.
2. Over-exposure to the ultraviolet radiation produced by a tanning device in this facility may cause burns and /or allergic reactions. A painful, blistering sunburn prior to the age of 18 can significantly increase the risk of skin cancer / melanoma.
3. Repeated exposure to ultraviolet radiation produced by the tanning devices in this tanning facility may cause skin allergies, premature aging of the skin, skin thickening, dryness, wrinkling and skin cancer.
4. Abnormal skin sensitivity to ultraviolet radiation or burning may be caused by certain foods, cosmetics or medications, including but not limited to the following: tranquilizers, Diuretics, Antibiotics, High Blood Pressure medication, Birth Control medication and other photosensitizing agents. Check for a list of drugs and products known to increase photosensitivity.
5. If taking prescription drugs or over-the-counter drugs please consult a physician before using a tanning device.
6. A person who is less than 18 years of age is not allowed to use the tanning device.
7. Different skin types respond differently to tanning.
8. Tanning may be inadvisable during pregnancy and for persons with photosensitizing disease, melanoma or other skin cancers. Tanning may cause possible activation of some viral conditions (cold sores, etc.).

In consideration for accepting my application for membership and permitting my use of the indoor tanning device, I agree:

1. **to comply with** all instructions on the use of tanning devices and that I am using these services at my own risk.
2. **to hold harmless** all Fitness World affiliates, directors, officers, employees, agents, members, guests and representatives for any injury to person or property in any way by the use of its premises and services.
3. **to restrict tanning** to one indoor tanning device per day. Tanning in more than one indoor tanning device in one day is against policy.

I acknowledge that:

1. **I have read, understand, and fully agree** to the forgoing Tanning Release and Informed Consent Form.
2. **the proposed indoor tanning device and process has been satisfactorily explained to me** and I have all of the information I desire.
3. **I hereby give my authorization and consent** that shall stand as long as I tan with any Fitness World location now and in the future. Without limiting anything contained in this Tanning Release and Informed Consent Form, my use of the tanning facilities and administration of the indoor tanning device and process is subject to the terms and conditions of my Agreement with Fitness World.
4. **I have read** the instructions for proper use of the tanning facilities and do so at my own risk and hereby release the owners, operators, franchiser, or manufacturers, from any damage or harm that I might incur due to use of the facilities.