



Membership agreement

Club Location:
276 Carlaw Avenue., Units 101
Toronto, Ontario, M4M 3L1
416.465.6200 info@dwellgym.com

Primary Member ID# - 18 years or older	First name	Last name	Middle initial
Street address	City	Province	Postal code
()	<input type="checkbox"/> work <input type="checkbox"/> home <input type="checkbox"/> cell	()	<input type="checkbox"/> work <input type="checkbox"/> home <input type="checkbox"/> cell
Primary phone number	Secondary phone number		
Email address	Birth date	Month	Day
			Year
Emergency contact - name	()		
	Emergency contact – phone number		
How did you hear about us?	Group affiliation		

Member ID #	First name	Last name
	Birth date	
Email address	Month	Day
		Year
Member ID #	First name	Last name
	Birth date	
Email address	Month	Day
		Year

Membership plan: ☐ single ☐ other Fees \$ /Mth Prepaid membership: # months Fees \$

Electronic payment: Account type: ☐ Chequing ☐ Savings ☐ Credit card Initial payment: ☐ Credit ☐ Cheque ☐ Cash

Account information:

Financial institution name	Financial institution branch and address
Transit #	Account # (attach a VOID cheque)
Credit card: <input type="checkbox"/> Visa <input type="checkbox"/> MC <input type="checkbox"/>	Other
	Credit card #
	Expiration date
Name as it appears on credit card	

Payment Authorization

You, the person whose name appears on the credit card or the person who is the account holder, as indicated above (the “Payer”), by your signature immediately following this paragraph authorize Dwell Gym Inc., operating as “Dwell Gym Inc.” and/or its agent(s) to withdraw or debit from your account identified above (the “Account”) any and all amounts payable by the above named member(s) from time to time under this agreement and any renewal thereof. Payer confirms that he/she is at least 18 years of age. Payer agrees to notify Dwell Gmy Inc. of any change(s) to the Account by the 25th day of the month in order for such change(s) to be effective in the next month following such date. This payment authorization shall survive and not merge with the expiration or termination of this agreement.

Date	Authorized Signature
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Initial payments:	
Enrollment fee	\$
Access card fee	\$
Pro-rated dues	\$
	\$
	\$
Tax	\$
Total Payment	\$

Please See the Last Page of this Agreement for Your Rights under the Consumer Protection Act, 2002 (Ontario).

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Member(s) Initials	<input type="checkbox"/>	Authorized Club Initials
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This is one page of 1 of 3 (three) – all pages must be signed or initialed as requested. Original – Club Copy Copy – Member Copy

DEFINED TERMS – In this agreement, “Club Owner” means Dwell Gym Inc., operating as “Dwell Gmy”. “Club Location” means the club located at the address set out under “Club Location” at the top right of the first page of this agreement. “You”, “your”, and “member(s)” means jointly and severally, the person(s) whose name(s) appears beside the Member ID#(s) on page 1 of this agreement, including the primary member. The “primary member” means the member whose name appears next to the Primary Member ID# on page 1 of this agreement. “Club Users” means the member(s) and/or those of whom the member(s) are at law responsible. “Membership” means the membership granted under this agreement.

PAYMENTS – You agree to be fully responsible for all payments under this agreement, including but not limited to the initial payment amounts, the applicable membership fees, and all applicable taxes. All payments shall be paid to Club Owner (or as the Club Owner may direct) in such manner as Club Owner may determine from time to time. You agree to pay the total Initial Payments (set out on page 1 of this agreement) on the Start Date. If you have agreed to prepay the membership fees for a specified number of months as indicated on page 1 of this agreement, all of the membership fees for such specified period and applicable taxes are due and payable on the Start Date. In all other cases the monthly membership fees and all applicable taxes are due and payable the day of each and every month during which this agreement took effect. All amounts payable by you under this agreement are payable regardless of whether the facilities and/or equipment at the Club Location (the “Facilities”) are used by any of the member(s) during the applicable months(s). You agree that if, for any reason, any amount payable under this agreement is not paid when the same is due, you will be required to immediately pay to Club Owner the entire unpaid balance together with an administration fee of \$25.00 for each occurrence of default in payment. You also agree to pay to Club Owner all costs incurred in relation to the collection of any amount owing by you, including any bank charges, agency fees and legal fees of Club Owner.

MEMBERSHIP TERMINATION AND REFUND – You may terminate this agreement at any time by personally delivering to club owner 14 days prior written notice stating that you wish to terminate the Membership and this agreement (the “Termination Notice”). Any Termination Notice delivered by a member shall be deemed to be a Termination Notice delivered by all of the members. Club Owner must receive the Termination Notice before the 25th day of the previous month in order that this agreement may be terminated at the end of such month. Upon receipt of the Termination Notice by Club Owner, this agreement and the Membership will terminate at the end of the next calendar month following the date on which the Club Owner received the Termination Notice. You will remain liable for all obligations of the member(s) under this agreement until it is terminated. Upon the termination of this agreement, you shall immediately return to the Club Owner, at the Club Location all security access card(s) issued to you and to the other member(s), if any. Club Owner may charge you a fee of \$20.00 for each security access card issued to the member(s) that is not returned within 10 days of the date of termination. If you have prepaid the membership fees for a specified number of months and you terminate this agreement before such specified period expires, then on the date of termination, Club Owner will determine the amount of the prepaid membership fees that have not been applied as at the date of termination, and deduct therefrom all outstanding amounts owing by you and the value of all applicable incentive(s) provided or promised to the member(s) for prepaying for such specified number of months, and Club Owner will refund any balance remaining to Payer within 15 days after the date of termination.

ASSUMPTION OF RISK AND INJURY AND ACKNOWLEDGEMENT REGARDING 24-HOUR FACILITY AND POTENTIAL LIABILITY – You acknowledge that the Club Location is, and is intended to be, an unsupervised fitness centre, and there is no obligation whatsoever on Club Owner to provide, at any time, any employer, contractor, agent, or other person, on site or otherwise, to help the Club Users with the use of the facility or equipment, perform any exercise or perform any activity that the Club Users may choose to undertake. You acknowledge that although the Club Location is not supervised, there may be surveillance cameras and closed-circuit televisions that monitor the Club Location, facilities and/or equipment, and that the use of such surveillance equipment is at the sole discretion of the Club Owner. You acknowledge that fitness and other physical activities are inherently dangerous, and that there are potential risks, including health risks and risks of bodily injury and death, connected with any fitness and physical activity. By signing this agreement you knowingly and voluntarily assume all risks of liability, loss, illness, death, injury and other damage of any kind whatsoever caused, directly or indirectly, arising out of, resulting from or in any way associated with any use of the Facilities of the participation in any activities, by the Club Users, in, at or about the Club Location, the property on which the Club Location is situated, any property or any event sponsored by Club Owner, (collectively the “Fitness Activity”). You hereby irrevocably and unconditionally waive any and all rights that the Club Users had, have or may have to any and all damages, rights, entitlements, or other relief of any kind, in law or in equity, against Club Owner, and/or any of their respective directors, officers, shareholders, owners, employees, agents, contractors, franchisees, successors and assigns (collectively the “Companies”) as a result of anything, directly or indirectly, arising out of, resulting from or in any way associated with any Fitness Activity. Moreover, you acknowledge that you are liable for all damages that are caused to the Facilities or physical infrastructure of the Club Location by any act or omission of the Club Users, and you will fully reimburse Club Owner for all costs and expenses associated with the repairing of such damages, including the replacement of equipment where appropriate as determined by Club Owner. You agree that the Companies shall not be held responsible or liable for any lost, stolen, or damaged personal property.

MEDICAL AND FIRST AID – You have been advised by Club Owner that the Club Users should consult a qualified physician before engaging in any Fitness Activity. You agree to ensure that the Club Users are not subject to any illness, problems or conditions, medical or otherwise, which would make the undertaking of any Fitness Activity dangerous, hazardous or otherwise harmful to the health and well-being of such person(s) and you knowingly and voluntarily assume any and all risks and liabilities in relation to same. You agree to immediately notify the Club Owner if any of the Club Users experience any pain, nausea, or other discomfort during or after any Fitness Activity. You agree that, in case of an emergency, Club Owner, or their respective employee(s), contractor(s) or agent(s) may, at your cost and expense, render first aid treatment and/or arrange for emergency medical care to any of the Club Users, and you hereby authorize same; but nothing in this agreement shall obligate the Club Owner, and/or their respective employee(s), contractor(s) or agent(s) to render such treatment or care.

RELEASE – You hereby irrevocably and unconditionally fully release and forever discharge the Companies from any and all claims, actions or other proceedings of every kind and nature for any loss, injury, illness, death, damage and/or liability whatsoever of every nature and kind, in law or in equity, whether now known, anticipated or otherwise, which any of the Club Users, had, have or may have against any of the Companies, directly or indirectly, arising out of, resulting from, or in any way associated with any Fitness Activity.

_____ Member(s) Initials

_____ Club Owner Initials

MEMBERSHIP FREEZE – You have the right to freeze the Membership for up to three months in the aggregate annually, during which time you will not be charged the usual membership fees and the Club Users will not have access to the Club Location. You agree to pay, on or before the beginning of each period of the Membership freeze, a \$5.00 processing fee for each month or part thereof that the Membership freeze is to apply. If you have agreed to prepay the membership fees for a specified number of months, the specified period of months prepaid will be extended accordingly. To exercise this right you must personally deliver written notice to Club Owner by the 25th of the month immediately before the month for which the freeze is to take effect, stating that you wish to freeze the Membership and the duration in which the freeze is to apply, such duration shall not be more than 3 months. Any such notice to freeze the Membership delivered by a member shall be deemed to be a notice to freeze the Membership delivered by all of the members.

ACCESS ABATEMENT – If the Club Location is temporarily closed for renovations or if the access to the Club Location is temporarily unavailable to the member(s) for any reason that is within the reasonable control of the Club Owner, any amount of membership fees paid for such period of temporary closure or inaccessibility will be prorated and credited to Payer, such credit may at the discretion of the Club Owner be applied to future membership fees, if any, or be refunded by way of a cheque made payable to Payer. You agree that no cash refund will be issued.

DEATH/DISABILITY – If you die or become totally or permanently disabled, as determined by a qualified physician, at your request or the request of your executor or estate trustee, as the case may be, this agreement may be immediately terminated and any prepaid membership fees which have not been applied, as determined by Club Owner, shall be refunded to Payer. You agree to comply with all of your obligations on termination as set out in this agreement.

GUESTS – Member(s) may bring guest(s) to the Club Location only during the hours when such location is staffed by an employee of the Club Owner. All guests must sign a liability waiver before they are permitted to use the Facilities or participate in any activity at or about the Club Location. Club Owner shall have the right at is sole and absolute discretion to refuse access of any guest for any reason whatsoever. Club Owner has the right to charge the guest(s) or the member(s) a \$20.00 guest fee for each guest who accesses the Club Location, upon entry, and in the case where the foregoing conditions are not met, to charge any of the member(s) for such guest(s) retroactively.

Member(s) Initials

Authorized Club Initials

SECURITY ACCESS CARD – You acknowledge that you and the other member(s), if any, have been issued security access card(s) for the purpose of accessing the Club Location. You agree that each such security access card is issued specifically to the member with whom it is associated and is not to be shared by, transferred to, assigned to, loaned to or otherwise used by, any other person. You shall immediately notify Club Owner if any security access card(s) is lost, damaged or stolen, so that same may be immediately deactivated and replaced. You will be charged a fee of \$20.00 for each security access card that is lost, damaged or stolen. You are also responsible for the costs and expenses incurred by Club Owner for any misuse of any security access card(s) issued to you or any of the other member(s).

PRIVACY CONSENT – Club Owner collects, uses and discloses personal information (as defined in the Personal Information Protection and Electronic Documents Act (Canada) of the member(s) for the purposes of administering the Membership and this Agreement, operating the business of Club Owner and the Club Location, generating and analyzing market information, arranging personal training sessions with its contractors and offering products, services, and information to the member(s) that Club Owner determines may be of interest to the member(s). In collecting, using and disclosing the personal information to the member(s), Club Owner shall comply with the Personal Information Protection and Electronic Documents Act (Canada) and other laws applicable in the Province of Ontario relating to the protection and privacy of personal information. Club Owner uses its best efforts to safeguard the personal information of the member(s), which is in the possession and control of Club Owner. Each member may access, review and correct their respective personal information that the Club Owner has on file or if you have any question about your personal information, please contact the privacy officer of Club Owner at the Club Location. By signing this agreement you hereby confirm that you have read and understood this paragraph and hereby consent to the collection, use and disclosure of your personal information, and the personal information of the other member(s), if any, and those of whom you are at law responsible, as contemplated herein.

_____ Member(s) Initials

_____ Club Owner Initials

INDEMNIFICATION – You agree to indemnify and save harmless the Companies from and against any and all claims, actions or other proceedings of every kind and nature for any loss, injury, illness, death, damage and/or other liability whatsoever of every nature and kind, in law or in equity, whether now known, anticipated or otherwise, which any of the Club Users and/or any guest(s) had, have or may have against any of the Companies, directly or indirectly, arising out of, resulting from, or in any way associated with any Fitness Activity.

AUTHORITY TO GRANT WAIVERS, RELEASES AND CONSENTS – If you are 19 years of age or older, you hereby represent and warrant that you have the capacity and authority to grant the waivers, releases, consents and indemnities contained in this agreement on your behalf and on behalf of the other Club Users, if any. The waivers, releases, consents and indemnities granted in this agreement shall be binding on you, your heirs, executors, personal representatives, successors, and assigns, and the other Club Users, if any, and their respective heirs, executors, personal representatives, successors and assigns.

DEFAULT – You are required to comply with all of the obligations of the member(s) under this agreement and shall cause the other Club Users, if any, to comply with same. If any of the Club Users default in or breaches any of the obligations under this agreement or any rule or regulation established, from time to time, by Club Owner, such default or breach shall be deemed to be by your default or breach and in addition to any other remedy it has available to it under this agreement and at law, Club owner may at it’s sole option suspend the right of any of the Club Users to access the Club Location and the facilities, either temporarily or permanently and/or terminate this agreement and the Membership upon written notice mailed or personally delivered to you. If Club Owner elects to terminate this agreement and the Membership as aforesaid, you shall return all security access cards issued to all of the member(s) on or before the date specified in such written notice. You shall be charged a fee of \$20.00 for each security access card that is not returned by the said date.

GENERAL PROVISIONS – This agreement and the rules and regulations established by Club owner shall constitute the entire agreement between you and Club Owner. This agreement shall not be amended or modified unless such amendment is in writing, agreed to and signed by you and Club Owner. You may not assign this agreement and/or the Membership unless Club Owner expressly consents to such assignment in writing. Club Owner may assign this agreement at its sole and absolute discretion. Club Owner may at its sole discretion upon prior notice to you, add to, delete or change any of the fees and/or charges payable by you under this agreement, such notice shall BE deemed to be notice to Payer. All notices to be given under this agreement shall be provided in writing and if such notice is to be given to Club Owner, be delivered to the Club Location, or if such notice is to be given to any of the member(s), be delivered to the address set out immediately below the name of the primary member. Where Club Owner is required to pay or refund any amount to you under this agreement, payment or refund of such amount by Club Owner to Payer shall fully release and discharge Club Owner from its liability for same. If any provision of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity of any other provision of this agreement, but such part shall be fully severable, and this agreement shall be construed and enforced as if such invalid or unenforceable part had never been inserted herein. All payment obligations, authorizations, consents, and waivers of the Club Users, and all releases and indemnities, contained in this agreement shall survive and not merge with the expiration or termination of this agreement. All rights and remedies of Club Owner under this agreement are cumulative and in addition to and not in substitution for any rights or remedies provided in law or in equity. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

INDEPENDENT LEGAL ADVICE – You acknowledge, understand and agree that you have had the opportunity to seek independent legal advice in relation to this agreement. In signing this agreement you acknowledge and agree that you have read and fully understand this agreement. You confirm that you are each executing this agreement voluntarily and willingly.

YOUR RIGHTS UNDER THE *CONSUMER PROTECTION ACT, 2002* – You may cancel this agreement at any time during the period that ends ten (10) days after the later of the day you receive a written copy of this agreement and the day all the services are available. You do not need to give Club Owner a reason for canceling during this 10-day period. In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services. To cancel this agreement, you must give notice of cancellation to the Club Owner, at the Club Location, by any means that allows you to prove the date on which you gave notice. If no address is set out in this agreement, use any address that is on record with the Government of Ontario or the Government of Canada or is known by you. If you cancel this agreement, Club Owner has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

CONFIRMATIONS – You confirm that the member(s) signing and/or initialing this agreement are all of the member(s) who are 18 years of age or older. You confirm that you have received a duplicate copy of this agreement.

This agreement is agreed to by the Club Owner and the member(s) who have signed this agreement below on the _____day of _____, 20____

X_____

Signature of Primary Member

X_____

Name of Primary Member

X_____

Signature of Member 18 years old or older

X_____

Name of Member

X_____

Signature of Authorized Officer

Dwell Gym Inc.



Rules and Regulations

Club Location:
276 Carlaw Avenue., Units 101
Toronto, Ontario, M4M 3L1
416.465.6200 info@dwellgym.com

Due to the gym’s 24/7 hours of operation, any member must be sure they are the only ones entering upon using their access card. Allowing any other person to enter is not permitted. Further, each member, upon entering or exiting must be sure the door is shut securely behind them.

Appropriate clothing and footwear must be worn in the gym. General Guidelines include gym shorts, T-shirts, jogging, aerobic and sweat outfits. Street clothes and shoes are not permitted.

While in the facilities, no inappropriate conduct will be permitted or tolerated. Such conduct includes, without limitation, using loud, abusive, offensive, insulting, demeaning language, profanity, lewd conduct, or any conduct that harasses or is bothersome to members or employees.

Weight training requires concentration. As such, Horseplay, temper tantrums, or distracting language or behavior are not permitted

Members are required to replace the weights on the storage racks after use. Dumbbells, hand grips, bars, and all other accessories and equipment must be returned to their proper place of storage in the correct order after use. Members should show respect for equipment and facilities at all times.

Members should not drop or throw weights or dumbbells unnecessarily. Dropping weights on the floor can cause injury to Members and can also damage the equipment itself.

No member should monopolize the equipment or weights, nor linger on equipment that other members may wish to use.

Members should minimize chalk and powder on the floor.

Members should wipe off any benches or equipment after use.

Members should not wear excessive cologne or perfume when in the facilities. Jewelry such as loose necklaces, bracelets, hanging earrings, and watches should not be worn.

Tobacco, food, chewing gum, glass bottles, cans, alcohol, drugs, and banned substances are not allowed in the facilities. Plastic water bottles are acceptable.

All guests and visitors must report to management and sign a waiver form.

Lockers are for use on a daily basis only. It is suggested a lock be used to protect your property. Members should not leave any valuable property in a locker at any time. The Owner or Companies are not responsible for any theft or damage to Member’s property, whatsoever, at any time. The Owner has the right to cut a lock off of any locker which has been left locked for over 24 hours and reserves the right to donate the locked up property to charity if it is not claimed by the legitimate owner after 1 week.

Under no circumstances is any member to train another member for compensation. If it is determined that paid personal training has been conducted on the premises, the trainer and trainee will each lose their membership.

Any solicitation within the club is absolutely forbidden. This includes, for example, solicitation for profit, political reasons, or any other reason. This includes, but is not limited to, use of petitions, distributing or posting leaflets, notices or advertising anywhere in the club facility, or leaving multiple copies of leaflets or other papers in any club area.

All conduct at the club will be bound by what is generally accepted to be reasonable, civil, and considerate behavior. As such, members are expected to act accordingly and behave in a polite, courteous, reasonable, civil, respectful, helpful and considerate manner to all other members at all times. Bad attitudes including the expression of arrogant, negative and anti-social behavior of any kind will simply not be tolerated.

Club Owner may, at their discretion, change, modify or add to Club Rules and Regulations at any time. Rules and Regulations are not limited to this document and may include signs and other forms of communication utilized within the facility.

If any member or guest violates any of the rules or regulations they will be asked to stop or leave. A violation may also cause the Club Owner to terminate the violator’s membership.

By signing below you confirm that you have read and fully understand these rules and regulations and that you will abide by them:

X _____
Signature of Member

X _____
Name of Member

X _____
Signature of Authorized Officer

Dwell Gym Inc.

X _____
Date