



The Flex Fitness Center  
 P.O. Box 89  
 Come By Chance, NL  
 AOB 1N0  
 Tel: 709-542-3240

## MEMBERSHIP AGREEMENT

**BETWEEN:** The Flex Fitness Center MEMBERSHIP #: \_\_\_\_\_  
 New \_\_\_\_\_ Renewal \_\_\_\_\_

**AND:**  
 First name: \_\_\_\_\_ Last name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ P.O. Box: \_\_\_\_\_ Doctors Name: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Town: \_\_\_\_\_ Dr. Phone Number: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Postal Code: \_\_\_\_\_ Your email: \_\_\_\_\_

**DEFINITIONS** 1. In this agreement, "facility" refers to that portion of the premises situated at the Come By Chance Recreation Building, occupied and operated by the Come By Chance Recreation.

**FITNESS PROGRAM** 2. Upon receipt of the amounts specified in item 3 below, The Flex Fitness Center agrees to give access to the facility in accordance with its policies for the fitness program(s) specified below.

**TYPE OF MEMBERSHIP:**  
 - indicate which membership you are requesting.

3. Adult Membership \_\_\_\_\_ 4. Duration of Membership: \_\_\_\_\_  
 Family Membership \_\_\_\_\_ No. of Family members: \_\_\_\_\_  
 Senior Membership \_\_\_\_\_

**TERM**  
 5. Unless altered in accordance with the provisions herein, the term of this agreement is as follows:  
 MEMBERSHIP START DATE: \_\_\_\_\_ TERMINATION DATE: \_\_\_\_\_

3. (a) The term of membership under this agreement may be frozen for medical reasons upon compliance with the following conditions  
 1) The freeze must be requested by the member or his or her representative in person.  
 2) A note of the attending physician must be submitted at the time of the request.  
 3) The member must continue to make the payments as outlined in items 3.

- 4) The term of the membership under this agreement must exceed one month in duration
  - 5) A charge for the freeze may be levied by The Flex Fitness Center.
  - 6) The freeze will be effective from the date of the request.
- (b) The term of membership under this agreement may also be frozen for other special circumstances upon approval by management.

### **REFUNDS**

7. This agreement may be cancelled by the member without penalty within five (5) days of the date hereof only where the member has not used his/her membership.

### **CANCELLATION/SUSPENSION**

8. This agreement may be cancelled by The Flex Fitness Center with a pro-rated refund where the member is deemed by The Flex Fitness Center to be:
  - a) posing a danger to the facility, its employees, or members, or
  - b) a nuisance to the operation of the facility.

The Flex Fitness Center may suspend a member for the reasons outlined herein. Where a member has been suspended, no refund or extension will be granted in respect of the period of the suspension.

9. In order to be granted access to the facility, a member must:
  - a) hold a valid membership card;
  - b) have made all payments required in accordance with Item 3 of this agreement, and\
  - c) conduct him/herself in accordance with the terms and conditions of this agreement.

### **MEMBER RISK**

10. The member warrants that he or she is in good physical condition and has obtained the express approval of his or her attending physician to engage in physical activities as offered by the facility.
11. The member acknowledges that the facility is not liable for any theft of personal items which may occur on or about the facility.
12. The member acknowledges that the skills and competencies of some employees will vary according to their training and experience and acknowledges that non-claim has been made by The Flex Fitness Center, its directors, officers, employees or agents to offer assessment or treatment of any mental or physical disease or condition.
13. The member acknowledges that he or she uses the facility at his or her own risk and thereby releases The Flex Fitness Center, its directors, officers, employees or agents of and from any or all claims arising out the member's use of the facility.
14. This agreement may not be assigned by the member without the written consent of The Flex Fitness Center. A charge for such assignment may be levied by The Flex Fitness Center.

**GENERAL**

- 15. If any portion of this agreement is determined to be invalid, then such invalidity shall apply to that provision and the remainder of the agreement shall remain in full force and effect.
- 16. This agreement constitutes the entire agreement between the parties hereto and no oral representations or warranties shall supersede this agreement.
- 17. By executing this agreement, the member acknowledges the following:

**I have read, understand, and accepted all of the above terms and conditions contained in this agreement.**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Member's signature

\_\_\_\_\_  
Parent of Guardian  
(if under the age of majority)

\_\_\_\_\_  
The Flex Fitness Center.