

6-MONTH ENROLMENT AGREEMENT

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone (H) \_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone (C) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City\_\_\_\_\_\_\_\_\_\_ Postal Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Operator (WOWfit) and the Customer agree as follows:

The Operator agrees to provide and the Customer agrees to purchase a 6 month membership with access to \_\_ weekly sessions.

The Customer promises and agrees to pay the following for the Course in the manner set out below:

Tuition $ \_\_\_\_\_\_\_\_\_\_\_\_ The customer agrees to pay the Tuition by way of \_\_\_ equal monthly installments of

H.S.T. $ \_\_\_\_\_\_\_\_\_\_\_\_ $ \_\_\_\_\_\_\_ each, starting on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_\_ and continuing on the same

Less Deposit $ \_\_\_\_\_\_\_\_\_\_\_\_ day of each consecutive month thereafter. The customer understands that Renewal

Total $ \_\_\_\_\_\_\_\_\_\_\_\_ will automatically occur immediately following final payment and that regular monthly

withdrawals will continue.

Payment shall be made by Credit Card type \_\_\_\_\_\_\_\_\_ Card # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp\_\_/\_\_ Security Code \_\_\_\_ Late payment shall be accompanied by a payment of 10% of that portion of the payment which is late or by the payment of $10.00, whichever is less.

**TERMS OF THIS AGREEMENT**

The course shall commence on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_.

The Customer warrants that he is of sound health and does not suffer from any disease, illness or disability including any muscular, bone, neck or spinal ailments other than the following : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The headings of all sections in this agreement are inserted for convenience of reference only and shall not affect the construction thereof. All terms and words in this agreement regardless of the number and gender in which they are used, shall be deemed and construed to include nay other number, singular or plural, and any other gender, masculine or feminine or neuter as the context or sense of this agreement or any section, paragraph or clause herein may require, the same as if such words have been fully and properly written in the appropriate number and gender. This agreement shall be governed by the laws of the Province of Ontario. Customer is of legal age.

Dated this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_ .

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

for the Operator Customer/ Guarantor or Guardian Referred by

I have read this agreement and undertake to guarantee payment of all money payable hereunder and agree to all other terms.

OPERATOR NOT LIABLE – The Customer acknowledges that the course consists of strenuous physical contact from which the Customer may suffer personal injury. The Customer agrees to forever relieve and hold harmless the operator, its employees, instructors and other customers from any and all liability or damages resulting from either personal injury, or theft or loss of personal property whether or not due to the negligence of the Operator.

CANCELLATION and RENEWAL: The Customer agrees to take and the Operator agrees to give the instruction for which this payment agreed to be paid. No specific instructor is guaranteed. The regular hourly tuition is $80.00 per hour, but a substantial discount has been provided me by enrolling in a regular course. The Customer agrees that the membership can be cancelled at any time with 60 days written, in-person notice given to the Operator by the Customer. The Customer agrees that the membership will automatically renew at the end of the 6-month term unless written notice of cancellation is given to the Operator by the Customer.

MEMBERSHIP HOLDS: The Customer agrees that a membership can be put on hold for up to 60 days when payment is made by the customer for those 60 days in advance of the hold.

RULES – the Customer agrees to abide by the rules and regulations of the Operator which may be changed from time to time including the time scheduled for instruction and use of the Operators facilities as posted.

OTHER TERMS – The Customer agrees that this agreement is not assignable by him but may be assigned by the Operator.

The Customer agrees that if she is absent for more than sixty (60) consecutive days, the Customer agrees to pay $100.00 for each month absent after the 60th day. Ie. 90 days absent equals $100 mandatory fee.

The Customer acknowledges having read this agreement and that he has received a copy of this agreement.

The Customer agrees that any videiotapes and/or photographs taken of him may be used for propotional purposes by the Operator and that no compensation or renumeration will be received by him.

The Customer agrees that any delay or failure to enforse the Operator’s rights under this contract does not prevent the Operator from enforcing any rights at a later time.

The Customer acknowledges that no oral or written representation has been made to him except as recited in this contract.

The Customer agrees as a condition of this contract never to teach, instruct, or demonstrate any form of fitness bootcamp, CrossTraining, fitness interval training, or any group fitness program within a 5km radius of any WOWfit centres without the written consent of WOWfit and its owner/operator, within 3 years immediately following the termination of this agreement.

The Customer agrees that the Operator reserves the right to restrict, limit, eliminate, make additional or change any class or schedule as it deems necessary.