

REGISTRATION FORM ULTIMATE CALISTHENICS



Ultimate Calisthenics
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Please fill out all necessary details including your method of payment and the direct debit mandate, (if applicable). It is important that the medical questionnaire is completed and signed as well as the terms and conditions of the contract. The minimum age for members is 16 unless approved by the owner. We will need to take a photo of you at reception to put with your membership details.

Thank you for taking time to complete your application carefully and we look forward to welcoming you to our functional training center.

Personal details

First name:	Last name:	Date of birth (MM/DD/YYYY):	Telephone number:	Email:
Street #:	Street Name:	City/Town:	Province:	Postal Code:

Do you declare a disability? If yes, please specify: _____

Emergency contact details

Contact name:	Telephone number:	Relationship:

Terms and conditions

Please read the following carefully and sign the declaration below. If you are under 18 a parent or guardian must also sign. If you are unable to sign for any other reason, a nominated responsible person may do so on your behalf.

- The facility is for the use of Ultimate Calisthenics members only, therefore guests are not allowed.
- For reasons of health and safety, members must adhere strictly to the following:
 - All free weights and other gym equipment are to be returned to their racks after use.
 - Offensive language or behavior will not be tolerated.
- Anyone thought to be under the influence of alcohol or drugs will be ejected and their membership will be reviewed.
- If, for any reason, a direct debit payment fails to credit our account, membership will be suspended until payment resumes or another payment method is used.
- Photographs and video can be taken by the instructors or involved parties where conditions allow as a part of improvement and promotional effort by Ultimate Calisthenics

Ultimate Calisthenics management reserve the right to exclude any member they deem not to be adhering to any of the above or who by their actions poses a health and safety risk to others.

Ultimate Calisthenics, Participant

Date

Ultimate Calisthenics, Employee

Date

MEMBERSHIP TERMS AND CONDITIONS

1. ACCESS CODES: All members over the age of 16 years are required to have an Ultimate Calisthenics Access Card. This is provided with all membership types and is an integral part of the membership. In being provided an access card you accept that:

- Access cards are not transferable and if you allow your card to be used by another person this is a serious breach of your Membership Terms and Conditions and will entitle Ultimate Calisthenics to terminate this agreement immediately and without notice.
- If your access card is lost or stolen you must notify Ultimate Calisthenics immediately.
- If you do not have your access card with you, this will more than likely mean that you will not be able to access the center during non-staffed hours, nor should you expect any other member to let you into the center as this is a breach, on their part, of Item 10 of the membership terms and conditions.
- If you fail to pay your membership fees on the due dates for payment Ultimate Calisthenics will have the right to terminate this agreement by giving you written notice of its decision to terminate or at its discretion suspending your membership by deactivating your access card until all overdue membership fees have been paid.

2. MEMBERS INDUCTION: To mitigate risk and ensure that a member correctly operates or uses Ultimate Calisthenics facility, services, products or equipment, including the adjustments of levels or settings on any equipment, you understand that you are required to undertake an instructional consultation with an Ultimate Calisthenics staff member before use.

3. REFUND POLICY: All products are sold “as is”. You assume the responsibility for your purchase, and no refunds will be issued.

4. MINIMUM TERM: For month-to-month memberships this term is 30 days.

5. MONTH-TO-MONTH or YEARLY MEMBERSHIP: This agreement is a legally binding obligation for which you are financially responsible. you agree that, if you fail to pay when a payment is due, you must immediately pay the amount owing. This is an ongoing membership agreement.

6. CORPORATE MEMBERSHIP PLAN: If “Corporate” is the membership plan checked on the first page of this agreement, you agree that if the corporate plan is canceled, you may be liable to have an increase in membership dues to the then current price for an individual member.

7. TERMINATION FOR CAUSE BY CENTER OWNER: The owner may, at its option, terminate your membership if (1) you fail to make payments or any payments or fees are late, (2) you fail to follow any membership policies or center rules or violate any part of this agreement, or (3) your conduct is improper and harmful to the best interest of the center or its members or (4) you fail to provide doctor’s approval for exercising if so requested. Termination is effective on the date a written notice to your last known address. You are liable for all financial obligations until that date. The owner also reserves the right to terminate your membership for any reason not stated above and if not prohibited by law. If your membership is terminated, you will receive a termination notice.

8. PHYSICAL CONDITION AND NO MEDICAL ADVICE: You represent that you are in good physical condition and have no undisclosed medical reason or impairment that might prevent you from your intended use of the facility. You acknowledge that you have been informed that the center offers a consultation that includes a brief interview regarding your medical history. However, you understand and acknowledge that Ultimate Calisthenics will not, and cannot, provide you with any medical advice. If you have any health or medical concerns now or after you join the center, you will discuss them with your doctor before using the facility. You must advise the Ultimate Calisthenics of any situation that alters any previous disclosure that you have made in relation to your health and your use of the facility.

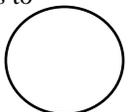
9. DAMAGED, LOST OR STOLEN PROPERTY: You are solely responsible for any damage that you may cause to Ultimate Calisthenics, its facility, services, products or equipment, if such damage is caused by a willful act and/or negligence. The owner and Ultimate Calisthenics are not responsible for any of your personal property that is damaged, lost or stolen while in or around the Ultimate Calisthenics location.

10. GUESTS: You may bring a guest during staffed hours and only after arranging for a pass with a staff member. You will be immediately charged a \$25.00 per visit per person fee for any unauthorized guest you allow into Ultimate Calisthenics, and you agree to pay this fee. Guests must sign the Guest Waiver before participating. The center reserves the right to charge a fee to guests who are not local residents or who visit repeatedly without joining. You are not entitled to allow any non-member to use your membership access card. If you do, the card may be deactivated, and a fee will be charged to re-activate the code. You will be liable for all damage that you, or your family members or guests cause to the equipment or physical infrastructure of the center. You may be required to reimburse the center via the payment method used to pay your membership fees.

11. ASSUMPTION OF RISK OF INJURY AND WAIVER OF CLAIMS: You assume all risks of injury and waive all rights to pursue money damages or any other relief of any kind as a result of anything occurring at or near Ultimate Calisthenics. In the event that you are injured while on Ultimate Calisthenics property or during an Ultimate Calisthenics sponsored event, you will hold harmless the owner, Ultimate Calisthenics, and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including but not limited to claims for contribution. You understand and agree that the Ultimate Calisthenics operate at times as unsupervised fitness centers and that no staff are on site to help you use the equipment or exercise in the manner that you choose to exercise.

You acknowledge there is possible danger connected with any physical activity, including the dangers of physical injury and death, and knowingly and voluntarily waive your right to make a legal or equitable claim of any sort against the owner or Ultimate Calisthenics and all of their owners, employees, agents, successors and assigns from all claims of any sort for damages or for other relief, including, but not limited to claims for contribution. This assumption of risk and waiver of liability applies to your family members, successors, heirs and assigns.

12. DISCLOSURE OF YOUR PHYSICAL CONDITION: The provision of a safe and effective exercise program is



dependent upon accurate health and fitness profiling. You agree to disclose to Ultimate Calisthenics all relevant personal health and fitness information, as a part of your membership. This is inclusive of any health risk assessment, initial and periodic fitness assessment and relevant information or recommendations provided by your medical or allied health practitioner/s. You further warrant and represent that you will not use the facility, services or products whilst you are suffering from any infections or contagious illness, disease or other ailment or whilst you are suffering from any physical ailment such as open cuts or sores or minor infections where there is a risk, however small, to other members and guests.

13. MINIMUM AGE: Generally, all membership holders of Ultimate Calisthenics must be a minimum of 14 years of age. All minors under the age of 18 must have a parent or guardian co-sign the membership agreement and acknowledgment of indemnity waiver.

Minors aged under 16 must comply with the following restrictions:

(1) Access allowed when supervision of staff, parent or guardian is available; (2) No access card will be issued; and (3) The member induction form must be completed by a parent or guardian and the child.

All products are sold "as is". You assume the responsibility for your purchase, and no refunds will be issued.

14. PERSONAL EMAIL ADDRESS: You must provide your personal email address as a primary contact method. You also will receive occasional emails from Ultimate Calisthenics updating you on your membership benefits. However, you will always have the option to opt-out from receiving these updates by replying and requesting to be unsubscribed.

15. PRIVACY STATEMENT: From when a member applies for membership, Ultimate Calisthenics will have access to personal information about them, such as information relating to their health and finances. Ultimate Calisthenics will protect this information and only use, disclose or deal with this information in accordance with its Privacy Policy. The latest version of the Privacy Policy is available on our website. Video monitoring: Ultimate Calisthenics may use video monitoring in our facility for health, safety and security reasons. If you have any queries in relation to the use of monitors operating in and around our facility, please contact Ultimate Calisthenics.

16. PLEASE KEEP CONTACT DETAILS UP TO DATE: You must tell Ultimate Calisthenics promptly if you change your address, phone number, email, bank account, credit card information for payment or if there is a change to any other personal information relevant to your membership with Ultimate Calisthenics. This includes any matters that affect the health or safety of yourself or others.

17. CREDIT CARD PAYMENTS: You acknowledge that "Elavon" will appear as the merchant for all payments from your credit card. You acknowledge and agree that Elavon will not be held liable for any disputed transactions resulting in the non-supply of goods and/or services and that all disputes will be directed to the Business as Elavon is acting only as a Direct Debit Agent for the Business. You authorize: a) Elavon to verify details of your account with your financial institution; and b) your financial institution to release information allowing Elavon to verify your account details.

18. GENERAL: All memberships are an ongoing membership agreement that will continue until either you or Ultimate Calisthenics terminates it in the way described in the agreement. If an automatic debit arrangement is in place, membership fees will continue to be debited from your credit card or account until you or Ultimate Calisthenics cancels the arrangement by notifying your bank or credit provider. If you terminate the agreement or stop the automatic debt arrangement in a manner not described in the agreement, then you may be liable to Ultimate Calisthenics for damages for breach of contract. Ultimate Calisthenics will respond to its receipt of a written notice to cancel a membership within 7 working days.

Ultimate Calisthenics, Participant

Date

Ultimate Calisthenics, Employee

Date

OFFICE USE ONLY

Registration date:	Membership number:	Staff name:	Membership type:	Payment type:

PAR-Q & YOU

(A Questionnaire for People Aged 15 to 69)

Regular physical activity is fun and healthy, and increasingly more people are starting to become more active every day. Being more active is very safe for most people. However, some people should check with their doctor before they start becoming much more physically active.

If you are planning to become much more physically active than you are now, start by answering the seven questions in the box below. If you are between the ages of 15 and 69, the PAR-Q will tell you if you should check with your doctor before you start. If you are over 69 years of age, and you are not used to being very active, check with your doctor.

Common sense is your best guide when you answer these questions. Please read the questions carefully and answer each one honestly: check YES or NO.

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Has your doctor ever said that you have a heart condition <u>and</u> that you should only do physical activity recommended by a doctor?
<input type="checkbox"/>	<input type="checkbox"/>	2. Do you feel pain in your chest when you do physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	3. In the past month, have you had chest pain when you were not doing physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	4. Do you lose your balance because of dizziness or do you ever lose consciousness?
<input type="checkbox"/>	<input type="checkbox"/>	5. Do you have a bone or joint problem (for example, back, knee or hip) that could be made worse by a change in your physical activity?
<input type="checkbox"/>	<input type="checkbox"/>	6. Is your doctor currently prescribing drugs (for example, water pills) for your blood pressure or heart condition?
<input type="checkbox"/>	<input type="checkbox"/>	7. Do you know of <u>any other reason</u> why you should not do physical activity?

If
you
answered

YES to one or more questions

Talk with your doctor by phone or in person BEFORE you start becoming much more physically active or BEFORE you have a fitness appraisal. Tell your doctor about the PAR-Q and which questions you answered YES.

- You may be able to do any activity you want — as long as you start slowly and build up gradually. Or, you may need to restrict your activities to those which are safe for you. Talk with your doctor about the kinds of activities you wish to participate in and follow his/her advice.
- Find out which community programs are safe and helpful for you.

NO to all questions

If you answered NO honestly to all PAR-Q questions, you can be reasonably sure that you can:

- start becoming much more physically active — begin slowly and build up gradually. This is the safest and easiest way to go.
- take part in a fitness appraisal — this is an excellent way to determine your basic fitness so that you can plan the best way for you to live actively. It is also highly recommended that you have your blood pressure evaluated. If your reading is over 144/94, talk with your doctor before you start becoming much more physically active.

DELAY BECOMING MUCH MORE ACTIVE:

- if you are not feeling well because of a temporary illness such as a cold or a fever — wait until you feel better; or
- if you are or may be pregnant — talk to your doctor before you start becoming more active.

PLEASE NOTE: If your health changes so that you then answer YES to any of the above questions, tell your fitness or health professional. Ask whether you should change your physical activity plan.

Informed Use of the PAR-Q: The Canadian Society for Exercise Physiology, Health Canada, and their agents assume no liability for persons who undertake physical activity, and if in doubt after completing this questionnaire, consult your doctor prior to physical activity.

No changes permitted. You are encouraged to photocopy the PAR-Q but only if you use the entire form.

NOTE: If the PAR-Q is being given to a person before he or she participates in a physical activity program or a fitness appraisal, this section may be used for legal or administrative purposes.

"I have read, understood and completed this questionnaire. Any questions I had were answered to my full satisfaction."

NAME _____

SIGNATURE _____

DATE _____

SIGNATURE OF PARENT _____

WITNESS _____

or GUARDIAN (for participants under the age of majority)

Note: This physical activity clearance is valid for a maximum of 12 months from the date it is completed and becomes invalid if your condition changes so that you would answer YES to any of the seven questions.

ACTIVITY PRICE LIST

Calisthenics Classes

Punch Cards *	Price with membership	Regular Price
1 CLASS DROP-IN **	\$25	\$30
5 CLASSES	\$100	\$125
10 CLASSES	\$150	\$220
12 + CLASSES	\$190	\$240

All cards valid for 1 month.

First class is FREE, if one of the punch cards is purchased after the class.

Punch card of 10 classes for \$220 is valid for 2 months with gym membership.

HST is not included.

Open Gym Membership

REGISTRATION FEE: \$60 + HST.

Including gym's custom made t-shirt of \$35 and an access card of \$25 refundable, when returned at the end of the term.

Reactivation of gym membership requires payment for the access card only.

Membership Type	Price with contract	Regular Price
DROP-IN *		\$15 + HST
MONTH-TO-MONTH	\$50 + HST ***	\$75 + HST **

* Fee is waived if membership is purchased right after trial training in the gym.

** No obligation, cancellation notice must be submitted before a payment day, which is on a 1st date of every month. If notice is provided after the payment day, cancellation will occur in the next month and no refunds will be issued.

*** If cancelled before fully paid 12 months, a onetime penalty will apply based on a difference between the regular monthly rate for the attended period and the discounted contract monthly rate for previously paid months. Membership absence suspension is available for over 1 month and no longer than 2 months with \$15 + HST monthly charge applicable to the payment method for the suspension time to keep the contract valid. After the 12 completed membership payments the contract converts to a month-to-month contract with the same discounted rate as applied to the original contract.

If registration occurs in a middle of a month, a monthly payment for that month will be prorated based on number of days for that month and the regular payment amount will be submitted every 1st date of every month for the following months.

By signing this Agreement, I accept to provide the payment information to Ultimate Calisthenics for withdrawal on the 1st date of every month till the cancellation of the membership.

Payment type:

C/D Card: Card number: _____, Exp date: _____, CW2 _____

Full name: _____ Signature: _____ Date: _____