

Functional Athletics Membership Agreement

Registration; Training Session Purchase Agreement; Terms and Conditions

Welcome to *Functional Athletics Inc* (“Trainer”) and congratulations on beginning your fitness training program! We are delighted you chose us as a part of your commitment to health and fitness. With the help of our coaching staff, you will improve your ability to accomplish your training goals faster, safer, and with maximum benefits. The details of these training sessions can be used for a lifetime.

In order to maximize progress, it is important to follow program guidelines during supervised and (if applicable) unsupervised training days. Remember, exercise and healthy eating are EQUALLY important!

The following information will provide you with important program policies. Before getting started, please read, complete the contact information, make your program and payment selection, and sign where required. Thank you!

Member Registration

This Agreement is entered into on the ____ day of _____, 20____, by Trainer and:

Full Name (“Client”): _____ E-mail Address: _____

Street Address: _____

City, Province, Postal Code: _____ Phone # _____

Emergency Contact: _____ Emergency Contact Phone # _____

Member Training Session Purchase Agreement

Personal Training:

- **(No 10) Individual Training (1 Person). Pricing:**

- | | | |
|-----------------------------|-----------------------------|----------------------------|
| a) 1 Session: \$75 | b) 8 Sessions: \$70/\$560 | c) 12 Sessions: \$65/\$780 |
| d) 24 Sessions: \$60/\$1440 | e) 36 Sessions: \$55/\$1980 | |

- **(No 15) Tandem Training (2 people). Pricing Per Person:**

- | | | |
|----------------------------|-----------------------------|----------------------------|
| a) 1 Session: \$50 | b) 8 Sessions: \$45/\$360 | c) 12 Sessions: \$40/\$480 |
| d) 24 Sessions: \$35/\$840 | e) 36 Sessions: \$30/\$1080 | |

Group Sessions:

- **(No 20) FA CrossFit:**

- a) 1 Session/Drop-In: \$25
- b) Foundations Training Course (8 Sessions): \$45/\$360
- c) 15 Sessions: \$270
- d) Month-to-Month: \$220
- e) 6 Months: \$200/\$1200
- f) Annual: \$175/\$2100

- **(No 22) FA Row**

- a) 1 Session/Drop-In: \$25
- b) 15 Sessions: \$270
- c) Month-to-Month: \$170
- d) 6 Months: \$150/\$900
- e) Annual: \$130/\$1560

- **(No 24) FA Yoga**

- a) 1 Session/Drop-In: \$15
- b) 15 Sessions: \$270

- **(No 26) FA Olympic Lifting**

- a) 1 Session/Drop-In: \$25
- b) 15 Sessions: \$270

FA Open Gym:

- **(No 30) Open Gym Access During Designated Times Only. Number of Users is Limited:**

- a) 1 Session/Drop-In: \$15
- b) 15 Sessions: \$195
- c) Month-to-Month: \$55
- d) 6 Month: \$50/\$300
- e) Annual: \$45/\$540

Notes: a) CrossFit and Olympic Lifting classes require completion of the Foundations Training Course and are not available under the FA Row or FA Yoga rate structure.

b) CrossFit members can attend all CrossFit, Row, Yoga, and Olympic Lifting classes, and participate in FA Open Gym.

c) FA Row members can attend Row and Yoga classes but not CrossFit or Olympic Lifting. If the Foundations Training Course is completed, Row members can change their membership to the

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CrossFit rate structure or pay the drop-in fee to attend a CrossFit class. FA Row members can participate in FA Open Gym.

d) Expiration: 15-session passes- CrossFit/Row 60-day expiry; Yoga/Olympic Lifting/Open Gym 90-day expiry.

e) A 10% discount is available for member spouses, students, military/fire/police, and seniors (+65). Applies to 12-, 15-, 24- and 36-session passes, month-to-month, 6-month, and annual memberships only.

f) All payments must be made in advance.

Program Purchase (Identify Your Selection):

	Program (No)	Price Package (Letter)	Description	Rate	Total	GST	Total Tax Incl	LS/M*
A								
B								
C								

*LS= Lump Sum Payment; M= Monthly Payment.

Payments for A, B, and C purchases may have to be processed separately. For example, the Foundations Training Course may be paid with a lump sum e-Transfer, while the 6-month CrossFit Membership may be paid with scheduled monthly direct deposits.

Payment Notes: _____

Payment Processing

Cash or Cheque: Amount Paid _____ Payment Date _____

Direct Deposit: Financial Institution _____ (A void cheque or direct deposit form must be provided); Payment Date _____

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Interac e-Transfer: Financial Institution _____ Payment Date _____
(Direct Payments To: Functional Athletics, Blueshore Financial, Transit # 05310, Institution # 0809,
Account # 400001951060)

Credit: Card Type: Visa _____ Mastercard _____

Credit Card #: _____ Expiry Date _____

Name on Card: _____ Security Code (3 Digits On Back): _____

Payment Authorization Signature: _____ **Date:** _____

Terms and Conditions

In consideration of the mutual promises exchanged herein and other good and valuable consideration, the parties agree as follows:

1. **Membership Commitment:** By purchasing sessions, Client is making a commitment to his/her health. Clients should follow the program and instructions of Trainer to the best of their ability to maximize their results and better achieve their goals. Remember, the ultimate results are up to the Client. Trainer will show Client how to train correctly and encourage him/her to go to his/her safe limit, but Client is the only one who can make sure he/she works out consistently, eats properly, gets plenty of sleep, and lives a healthy lifestyle. *Fitness Assessment and Orientation* is provided at no charge to help get you started.
 - a. **Dues Payment:** I agree that I will maintain membership and pay the dues specified in my signed Membership Agreement.
 - b. **Term:** I agree that I will be liable for dues for the entire Term of this Agreement specified in my signed Membership Agreement in the amounts stated herein regardless of usage or change of circumstance.
 - c. **Non-Transferable:** I agree that my membership benefits are exclusive to me and are in no way transferable to anyone else.
 - d. **Rules:** I will comply with all rules and regulations of Functional Athletics Inc.
 - e. **Account Information:** I hereby agree that if Functional Athletics Inc is unable to process my payment information from the designated account provided by me, Functional Athletics Inc is permitted to use any of the account's information as often as needed to replace the unpaid amounts and collect service charges as explained in the Agreement.
 - f. **Right to Terminate:** In addition to any rights and remedies it may otherwise have, Functional Athletics Inc may terminate this Agreement at any time with written notice to me if I fail to comply with my obligations under this Agreement and do not cure any such failure within 7 days after receiving notice of such failure.

- g. **Class Attendance:** Failure to attend classes does not relieve me of the obligation to pay the full membership fee for the program in which I am currently enrolled.
 - h. **Entire Agreement:** I confirm that the provisions in this Agreement constitute the entire agreement between the parties hereto and supersede all prior communications, proposals, representations and agreements, whether oral or written with respect to the subject matter of the agreement.
 - i. **Copy of Agreement:** I acknowledge receiving a copy of this Agreement and I am aware that a copy of the Membership Agreement including the Terms and Conditions is available online.
- 2. **Payment Authorization/Funds Transfer:** I authorize Functional Athletics Inc to transfer electronic funds on a recurring basis from the chequing, savings, or credit card account I specified for my membership dues. This authorization is to remain effective until Functional Athletics Inc has collected for all charges assessed in connection with the terms and conditions of this Agreement.
- 3. **Price and Policy Changes:** Monthly rates and company policies are subject to change. Functional Athletics Inc will provide notice of price and policy changes.
- 4. **Delinquent Accounts/NSF Payments:** If a member's payment is not made in full on the billing date, the member will have 7 days to make their payment in full. If the member has not paid by the 7th day deadline, the membership will be suspended and the member will be subject to a \$50 re-activation fee. If a member does not wish to re-activate, he/she will still be responsible for the remainder owed on their membership. There will be a \$25 NSF/Decline charge billed to the member should their payment be declined by their financial institution. If a payment is outstanding for 30 days, the account will be deemed delinquent and the remainder of the membership will be due in full immediately. A 15% interest rate will be applied on the full balance owing until the debt is collected in full. Any service charges or legal costs incurred by Functional Athletics Inc as a result of the failure to pay will be the responsibility of the delinquent account.
- 5. **Refunds and Cancellation:**
 - a. Clients may cancel purchases and receive a refund, less any bank processing fees, within 4 days of purchase.
 - b. **Passes for 1, 8, 12, 15 sessions or Foundations Training Course** are not eligible for refund, hold, or extension.
 - c. **Month-to-month:** Cancellation available at any time. Written notice required. Cancellations cannot be back-dated. A cancellation fee of \$50 + tax will apply.
 - d. **24- and 36-session passes and monthly (6- and 12-month commitment):** Cancellation not available. Exceptions: relocation of more than 30 km; medical (documentation required). For the 24- and 36-session passes, 50% of the remaining value will be refunded less a cancellation fee of \$50 + tax. For the monthly pass, the member may buy-out the contract by paying 50% of the remaining balance plus a \$50 + tax cancellation fee.

6. **Hold Policy:** Members are eligible to place **month-to-month, 6-month, and annual passes** on hold.
 - a. Minimum hold of 1 month in length. Maximum of 2 months.
 - b. Maximum hold of 2 months per calendar year.
 - c. Cannot be backdated.
 - d. Written advance notice, with start and end date, must be provided.
7. **Automatic Renewal:** Month-to-month, 6-month, and annual memberships will continue in perpetuity until written notice is provided of cancellation or intention not to renew. The member's payment method will be charged at the time of renewal with the standard rate of the month-to-month rate (posted on the Functional Athletics website) unless otherwise specified.
8. **Length of Sessions:** Sessions will last approximately fifty-five (55) minutes, unless otherwise specified.
9. **Communication:** Please maintain communication with Trainer. Time slots cannot be guaranteed after a lapse of at least 7 days or after time away without prior communication.
10. **Punctuality:** Client shall be attired, warmed-up, and ready to train at the scheduled time. Failure to be prepared to train may result in a shortened workout or possible cancellation of the session. If Client anticipates running late, he/she should contact the Trainer as soon as possible. If a client is more than 20 minutes late for a training session and has not notified the Trainer, the Client will be considered a no-show and the Client will be charged for the session without participating. If this happens consistently, loss of a time slot and/or training may occur.
11. **Conduct:** Our clients and employees are entitled to a safe enjoyable fitness and work environment:
 - a. **Equipment Damage:** Be respectful; wear and tear is one thing, abuse is another.
 - b. **Barbells:** Don't drop an empty barbell; use collars at all times; use caution when stripping weight from one end of a barbell; be aware of those around you when handling a barbell.
 - c. **Kettlebells:** Don't drop a kettlebell; be aware of those around you when swinging a kettlebell.
 - d. **Clean, Disinfect:** Wipe down and disinfect equipment, floor area, etc. after you are finished; remove sweat, blood, etc.
 - e. **Health, Safety, Employment Standards, Harassment:** Regulatory and common sense applies.
 - f. **Membership Termination:** Functional Athletics Inc reserves the right to terminate a membership.
12. **Stopping Exercises:** Client may refuse or stop any exercise for any reason. It is Client's responsibility to notify Trainer of any discomfort or pain arising from or during exercise, as well as any and all other known limitations Client has or experiences so that Trainer may accommodate Client and substitute another exercise to work that particular muscle group.
13. **Cancellation of Individual Sessions:** 24- hours notice, by phone, is required for rescheduling or cancelling any and all individual sessions. Any and all cancellations with less than 24-hours notice will result in forfeiture of the session without refund. However, emergencies or sudden

illness may be exempt at Trainer’s discretion. If Trainer must cancel a session, he/she will do so, by phone, with at least 24-hours notice or Client will receive a *complimentary* session at his/her inconvenience. This complimentary session must be used within 30 days of the date of the cancelled session. After 30 days, the offer of a complimentary session will expire.

14. **Death or Disability:** Should Client become unable to use or receive services under this contract due to death or disability, Client, or Client’s estate as the case may be, shall be liable only for that portion of the charges allocable to the time prior to death or the onset of disability. If prepaid, the member shall be entitled to a pro rata reimbursement for the period after termination.

15. **Cancellations in Writing:** Notice of cancellation must be made in writing and e-mailed to Trainer at mk.functionalathletics@gmail.com (Michael) / sk.functionalathletics@gmail.com (Sean) or delivered in person for any and all cancellations of all sessions or all remaining sessions subject to the requirements of paragraphs 5 and 14 above. All refunds will be made to Client or his/her estate within 30 days of receipt of the cancellation notice.

THIS MEMBERSHIP AGREEMENT IS EXECUTED IN CONJUNCTION WITH WAIVER/RELEASE FROM LIABILITY AS WELL AS THE PAR_Q FORM THAT MEMBERS ARE REQUIRED TO COMPLETE AND SIGN PRIOR TO USING FUNCTIONAL ATHLETICS FACILITIES AND SERVICES.

Member’s signature: _____ Date: _____

Parent/guardian signature (if applicable): _____ Date: _____

Welcome to Functional Athletics – “Your Fitness Advantage”

Functional Athletics respects your privacy. Any personal information we collect is used only to communicate with customers, complete transactions that provide products and services to you, and ensure the safety of our clients and staff.

FA CrossFit, FA Row, FA Yoga, FA Personal Training and FA Olympic Lifting are business units of Functional Athletics Inc.