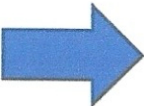


2-2729 Fredericton Road
Salisbury, NB E4J 0E2
salisburychiropractic@gmail.com
www.salisburychiropracticandrehab.ca
(506) 215.2225

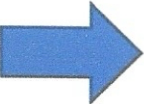


Membership Information Form

Personal Information

 Name: _____ Phone (H): _____
Address: _____ Phone (C): _____
City: _____ Email: _____
Date of Birth: _____
Emergency Contact: _____ Phone: _____

Membership Details

 Single _____ Senior _____ Student _____
Couple _____ Age _____ School _____
Family _____

Member Term

 1 Month _____ 6 Month _____ 3 Month _____ 12 Month _____

Pre-Authorized Payment information

Your monthly payment will be taken on the _____ of each month.

Credit Card Number: _____

Name on Card: _____ Expiry Date: _____

Member Terms and Conditions

- 1) By signing this contract, I agree that I am physically able to participate in programs offered by Salisbury Fitness. I have completed the PAR-Q Physical Readiness Questionnaire and will consult with my physician if I have not already done so before beginning an exercise regime if I answered YES to any of the PAR-Q questions.
- 2) Individuals 69 and over must have a health form (provided by Salisbury Fitness) signed by their physician.
- 3) I have read and understand the Waiver of Liability, Assumption of Risk and Indemnity Agreement.
- 4) I am 16 years of age or older
- 5) I understand the membership fees are non refundable.
- 6) _____ **Agreement cancellation (or any par thereof) requires payment of the cancellation Fee, which is \$100.**

(INITIAL)

I understand a physician's letter stating physical or mental disability is required to waive the cancellation fee.

- 7) Those person's cancelling a prepaid/yearly membership will receive a prorated portion of the unused membership.
- 8) When pre-authorized payment information has not been provided on the day of enrollment, the expiry date of the agreement will be set for the 7th consecutive day from the ate of enrollment.
- 9) Couple packages will be paid by ONE account for both monthly and prepaid memberships
- 10) A Non-sufficient funds/returned payment fee will apply to each returned payment. Salisbury Fitness reserves the right to cancel membership following 2 missed payment. Re-enrollment requires payment of the cancellation fee (for previous contract not paid in fully unpaid monthly memberships dues and any outstand NSF fee service charges. In addition, future membership will be issued on a prepaid basis only.
- 11) Indoor shoes are required. (These are shoes not used in any way for outdoor activity)
- 12) Salisbury Fitness is not responsible for any damage or theft to personal property.
- 13) You have been given a copy of our policies.

Pre-Authorized payment Terms and Conditions

****Payee – Salisbury Fitness/Salisbury Chiropractic, 2-2729 Fredericton Road, Salisbury NB, E4J 0E2**

- 1) I Acknowledge that the authorization is provided for the benefit of the Payee and the Processing Member and is provided in consideration of the Processing Member agreement to process credit card payments against my account as listed in accordance with he ruled of the Canadian Payment Association.
- 2) I warrant and guarantee that all persons whose signatures are required to authorize withdraws against the credit cards account have signed.
- 3) I hereby authorize the Payee to issue Pre-Authorized Credit Card Payments to the card account for the purpose of Fitness Club Membership Monthly Payments.
- 4) I will inform the Payee, in writing, of any change in the information provided for the purpose of Pre-Authorized Payments.

I have read and understand all the terms and conditions on both the front and back of the agreement.

Member Name – Please Print

Signature

Date

Note: If the member has not attained the of 18, he/she must have the consent of a parent or guardian who will also read and understand and agree to the terms and conditions of the agreement.

Parent/Guardian -Please print

Signature

Date

Salisbury Fitness Staff

Signature

Date

SCHEDULE A

CLUB RULES

- 1.01 The Club agrees to make available to the Member, the Club's facilities and services the location described in paragraphs 3 –A of this Agreement and the Member agrees to use the Club's facilities and services pursuant to the following terms and conditions. The following rules pertain to the use of all the Club's facilities and services and form part of the Membership Agreement to which this schedule is attached.
- 1.02 The Member agrees to comply with, follow and obey all rules and regulations prescribed by the Club. The Buyer and Member acknowledge and agree that failure to comply with the Club's rules may result in the early cancellation or termination of this Agreement without compensation to the Buyer or the Member.
- 1.03 The Member agrees that while using any facility or services of the Club, he/she will not conduct him/herself in any way which presents a danger to or creates a nuisance for Management or any other person using the facilities or services of the Club.
- 1.04 The Club reserves the right to amend or to add to the Club Rules from time to time as Club Management may deem necessary.
- 2.01 The Member shall register with a Club official prior to making use of the Club's facilities or services
- 2.02 Membership identification cards issued by the Club to the Member are the responsibility of the Member. Replacement of membership identification cards will be issued to the Member upon prior payment of a service fee of \$10.00 payable to the Club.
- 3.01 The Club's hours of operation may be changed by the Club Management from time to time.
- 3.02 The Dress Code for the Club is whatever the Management deems appropriate and must be followed by the member.
- 3.03 The Member hereby represents and warrants that he/she will not use any Club facilities or services while having any open cuts, abrasions, sores, infections, or illnesses. Club Management shall have the right to make a final binding determination in this regard.
- 3.04 Subject to the use of guest passes, the following rules shall apply:
- 3.04.1 Guests must be 16 years of age or accompanied by an adult.
- 3.04.2 No guest may attend the Club more than once in a 12-month period.
- 3.04.3 All guests must accept, agree, and comply with all rules and regulations of the Club
- 3.04.4 The sponsoring Member is responsible and personally liable for the conduct of the guest
- 3.04.5 Each guest must sign a waiver/release provided by the club
- 3.04.6 The privileges extended to a guest may be withdrawn at any time at the absolute discretion of the Club
- 3.05 The Club always agrees during the term of this Agreement to maintain facilities and offer services which are substantially similar with respect to the quality and provision of other facilities and services presently operated by the Club within 5km thereof. The Member agrees to the transfer of his/her rights and obligations pursuant to this Agreement to such other facilities and services as described in this paragraph 3.05 if the Club ceases to operate the facilities and services referred to in this Agreement.

TERMS & CONDITIONS

- 4.01 The Member hereby represents and warrants that he/she is in good physical condition and that he/she has no liability/impairment preventing him/her from engaging in active or passive exercise or that will be detrimental or injurious in his/her health/safety, or that of other(s).
- 5.01 The Buyer and the Member expressly acknowledge hereby that the Member will be engaging in physical exercise while attending the Club's facilities which may cause injury to the Member or the Member's property. There will be unsupervised hours available at the Club for which the Member chooses to use at his/her own risk. The Buyer and the Member hereby state that the Member is and will be voluntarily participating in these activities and the Member hereby assumes all risks of personal injury or property damage which might result from these activities. The Buyer and the Member hereby waive, release, indemnify, and hold harmless the Club from any and all claims that they now have or may have against the Club, and without limitation its agents, consultants, contractors, or employees, for injury sustained by the Member, the Member's guest or Member's guests property arising out of or connected with: a) physical exercises and activities; or b) the use by the Member or the Member's guest of the facilities or services of the club.
- 6.01 The Buyer and Member hereby acknowledge that they have carefully read this waiver and release and fully understand that it is a release of liability of the Club and agree that such a waiver/release/indemnity is reasonable and proper based on the nature of the Club's business.
- 7.01 The Buyer and the Member hereby waives and releases the Club from any claim that he/she may have against the Club with respect to any loss or theft of personal property in respect of facilities and services operated by the Club.
- 8.01 The Buyer acknowledges and agrees that a service charge of \$25.00 shall be paid to the Club in the event of either a returned payment (charge card or chequing) or a missed payment. The Buyer will also be liable for all costs incurred by the Club in the collection of past obligations to the Club including court costs and reasonable solicitors' fees.
- 9.01 If for any reason a form of payment is returned, the Buyer authorizes the Club to debit the Buyer's chequing account and/or credit card for the full balance outstanding on the Membership Agreement, including the charges stipulated in paragraph 8.01.h
- 10.01 If for any reason a form of payment is not received in full within seven (7) days of the contract date, or if any payment is returned for reasons of stop payment, account closed, N.S.F (nonsufficient funds) or any other reason, the Buyer will be considered in default of this Agreement and the full balance outstanding pursuant to this Agreement becomes immediately due and payable. If for any reason the Buyer defaults on his/her contracted payment obligations, the Buyer hereby authorizes the Club or its assignee

- to collect the outstanding monies, plus service charges and accrued interest in any method available to them. In any default situation, the Buyer completely understands and authorizes that he/she will be billed through the drawing of electronic, magnetic, or paper debits or either the Buyer's chequing accounts(s), or major credit card(s) ie. Visa, MasterCard, American Express, etc.
- 11.01 The Buyer agrees to pay for all initiation payments, monthly fees, and all other payments applicable to this Agreement. In signing this Agreement, the Buyer authorizes the Club to draw monthly cheques or prepare debits, paper or electronic entry covering all initiation payments, monthly fees, and all other applicable payments pursuant to this Agreement. In providing payments through pre-authorized payments (P.A.P) the Member acknowledges all points set out in paragraph 10.01
- 12.01 In allowing the pre-authorized payments, the Member acknowledges the following:
(a) the Buyer shall make all amounts payable to the Club by an account held by the Buyer at a Canadian chartered bank.
(b) treatment of each debit shall be the same as if the Club has personally directed the Buyer to pay as indicated and to charge the amount specified to the account by the Buyer; and
(c) any delivery of the authorization to the Club constitutes delivery by the Buyer
- 13.01 The Buyer may rescind this Agreement within ten (10) days after this Agreement is signed by hand by delivering written notice to an agent of the Club at which time the Buyer will receive a signed and dated cancellation receipt. If this agreement is rescinded, canceled, or terminated the Club shall refund to the buyer all amounts paid by the Buyer with respect to this agreement within twenty (20) days after receiving the notice
- 13.02 The Member may rescind this agreement at any time after the initial monthly guarantee as set out in section 3-B on the front of this Agreement upon thirty (30) days notice by hand delivering written notice to an agent of The Club at which time the Member will receive a signed and dated cancellation receipt
- 14.01 The buyer and the Member may not assign all or any of their rights, interest, and obligations pursuant to this agreement in whole or in part without the express prior written consent of the Club which consent may be arbitrarily withheld.
- 15.01 The Club may assign all its rights, interest, and obligations pursuant to this Agreement to any person without the consent of the Member and transfer this agreement to the owners/operators of another equal or superior facility within 5km of the Club
- 16.01 This Agreement shall be governed by and construed in accordance with the laws in force in the province in which the Club's facilities are situated and in which it is signed and any applicable federal laws of Canada
- 17.01 If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provisions and everything else in the Agreement shall continue in full force and effect.
- 18.01 This agreement constitutes the complete and entire agreement between the Buyer, the Member, and the Club and supersedes all prior, and contemporaneous agreements, understandings, negotiations and discussions whether oral or written, of the parties and there are no warranties, pre-representation, or other agreements between the parties in connection with its subject matter. Non representations written or oral, other than those contained within the Agreement are authorized by or binding upon the club

ALL PRICES ARE SUBJECT TO ALL APPLICABLE RELEVANT PROVINCIAL AND FEDERAL TAX

 Initial _____

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 _____

SIGNATURE OF PARENT _____

DATE _____

or GUARDIAN (for participants under the age of majority)