



Afterburn Performance Fitness

Unit 1, 230 Nantucket Blvd
Scarborough, ON M1P 2N9
4166245439
info@afterburnfitness.ca
www.afterburnfitness.ca

MEMBERSHIP CONTRACT AND WAIVER OF LIABILITY

GST #819972449

MEMBER

MEMBERSHIP TYPE

Mainstream Fit Quarterly

MEMBERSHIP START DATE

08-Jan-25

MEMBERSHIP END DATE

08-Apr-25

Afterburn has adopted policies, rules and regulations to ensure a safe and enjoyable experience and use of our facility by members and guests. Please read this agreement carefully.

Your Rights under the Consumer Protection Act, 2002 are listed on page 3 of this contract.

Adherence to Facility Rules and Regulations

While within Afterburn Performance Fitness Facility (hereafter referred to as "the facility") I will obey and adhere to all rules and regulations posted by the facility. The facility may post these rules on the website or within the gym and it is my responsibility to keep abreast of any updates on www.afterburnfitness.ca. Rules are subject to change at the discretion of Afterburn owners and management. Failure to adhere to the rules and regulations as set out in this contract or on www.afterburnfitness.ca may lead to membership cancellation without refund or compensation.

General

- i. The facility may be closed or hours altered with reasonable notice for maintenance, holidays, unforeseen circumstances or other activities of the facility at no compensation to members or trainers.
- ii. Food is not permitted in the pool or fitness area, unless explicitly approved by Afterburn owners or management.
- iii. Only water bottles and other enclosed bottles are permitted in the pool and fitness area, unless explicitly approved by Afterburn owners or management.

Pool

- i. I will wear appropriate footwear (sandals, slippers, or equivalent) during pool practices for safety reasons.
- ii. I will towel off prior to exiting the pool area and wear a second change of clothes and footwear prior to participating in fitness training.
- iii. I will not swim or enter the water in the pool without prior permission from Afterburn owners or management. If an item is dropped into the pool, I will inform Afterburn staff immediately.
- iv. I will not walk on the seats in the paddling pool.
- v. On a best effort basis, I will limit the amount of excessive splashing and hitting/ rubbing of paddles on the pool wall.

Proper Conduct and Use of Facility

- i. I will conduct myself in a manner that does not detract from the experience of others and I will not engage in activities that endanger other members and staff of the facility, disrupt the business of the facility or damage the reputation of the facility.
- ii. Afterburn owners and management retain sole discretion to determine whether in accordance with the above determined at the discretion of Afterburn owners and management could result in expulsion from the premises and termination of the membership without refund or any credits.
- iii. If I am found to intentionally or unintentionally damage any property or equipment (determined at the discretion of Afterburn management), I will be responsible for all associated repair costs and lost revenue.
- iv. If I choose to access the facility during unstaffed hours, all activities and/or programs performed during these hours will be at my own risk and release and discharge the facility, its owner(s), officers, directors, agents and employees from any liability.
- v. I will not open the door for and grant access to members or non-members under any circumstances



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MEMBER NAME	MEMBERSHIP TYPE	Mainstream Fit Quarterly
Cust Address	MEMBERSHIP START DATE	08-Jan-25
	MEMBERSHIP END DATE	08-Apr-25

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Member Access Cards and Check-ins

- i. I will pay a refundable fee of \$5 for a member access card.
- ii. I will use my member access card each time to enter the facility.
- iii. I understand that the assigned access card is not transferrable and that the use of the membership access card is limited to myself.
- iv. Afterburn owners and management retain the sole discretion to determine whether I have intentionally used my access card to allow another person unauthorized access to the facility.
- v. If I lose my access card, I will pay an additional fee (\$5) for a replacement card.

Membership Fees

- i. Membership fees are payable immediately at time of sign-up
- ii. Changes to membership type must be completed within 10 days of sign-up.
- iii. No refunds or upgrades are permitted after 10 days.

Terms, Renewal and Duration

- i. This Agreement commences and ends on the dates specified above and will be valid for the duration of the membership term at Afterburn.

Personal Belongings

- ii. Afterburn is not liable or responsible for any lost, stolen or damaged property on the premises.

Photography and Video

- i. Photographs or video may be taken by the Afterburn owner(s), management or employees for the purpose of building and promoting the Afterburn experience and environment and may be published on the facility's Twitter, Instagram, Facebook, web site or on the facility's community board.
- ii. Photographs or video may be taken by participants however, they should not capture other Members, Visitors, or Associates unless you have their prior verbal consent.
- iii. If a Guest, or Member's photography/videography is determined to be a safety concern or disruption, that Associate, Guest, or Member can be asked to refrain from photo and video capture at any time at the discretion of management.

Liability Waiver

I, the undersigned acknowledges that all activities and/or programs performed at Afterburn Fitness shall be at my own risk and hereby release and discharge the facility, its owner(s), officers, directors, agents and employees from any liability, claims, demands, injury, damage, action or cause of action whatsoever, which may result from the use of services or facilities of the facility on the premises where the same or any and all acts of the facility are rendered.

I have carefully read this contract and I understand the terms, conditions and liability waiver and agree to be bound by them. Page 2 of 3

I have carefully read the rules and regulations and understand that failure to adhere to them could result in expulsion from the facility.



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MEMBER	Customer Name	MEMBERSHIP TYPE	Mainstream Fit Quarterly
	Customer address	MEMBERSHIP START DATE	08-Jan-25
		MEMBERSHIP END DATE	08-Apr-25

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Your Rights under the Consumer Protection Act

You may cancel this agreement at any time during the period that ends ten (10 days) after the later of the day you receive a written copy of the agreement and the day all the services are available. You do not need to give the supplier a reason for cancelling during this 10-day period.

In addition, there are grounds that allow you to cancel this agreement. You may also have other rights, duties and remedies at law. For more information, you may contact the Ministry of Consumer and Business Services.

To cancel this agreement, you must give notice of cancellation to the supplier, at the address set out in the agreement, by any means that allows you to prove the data on which you gave notice. If no address is set out in the agreement, use any address of the supplier that is on record with the Government of Ontario or the Government of Canada or is known by you.

If you cancel this agreement, the supplier has fifteen (15) days to refund any payment you have made and return to you all goods delivered under a trade-in arrangement (or refund an amount equal to the trade-in allowance).

Name _____

Date _____
Month Day Year

Signature _____

Membership Authorized by: Andrew Liew
On behalf of Afterburn Performance Fitness Inc.