

SUBMIT TO YOUR INNER STRENGTH



Terms and Conditions

In this document the “client” can be referred to as but not limited to “the client”, “you”, “your”, “their” or “participant.” In this document Submission Spin club can be referred to as but not limited to “SSC”, “club” or “facility.” By accepting this form it limits your rights to sue or claim compensation following an accident, injury or damage to property.

1) Liability

- a) Clients understand and appreciate that they are in a fitness facility
- b) Clients understand and appreciate they are in a environment where they will be encouraged to push themselves to a level of heart rate outside of resting heart rate.
- c) Heart rates will vary between participants and will not be monitored by the instructor.
- d) Clients understand and acknowledge that they are in an environment with a high risk of injury and release SSC of all liability and accountability of wrong doing no matter what the situation.
- e) All clients must acknowledge the **PAR-Q** form located in section 2 **MEDICAL** subsection a).
- f) If a client feels at anytime for any reason that they should stop what they are doing it is their responsibility to stop and let a SSC representative know.
- g) If a client has a prescription or acquires a new prescription while or before training at SSC it is their responsibility to let SSC know and present adequate documentation from a doctor stating it is within the doctors understanding the client has the ability to commence a fitness related program at SSC.
- h) Clients fully understand and are aware that injuries can happen as result of training but not felt until after the fitness program has finished and the client releases SSC of all liability in regards of such potential injury.
- i) SSC is not responsible for lost, stolen or damaged property.
- j) SSC clients understand there are inherent risks in participating in a program of strenuous exercise. Consequently, the clients have been examined by a physician of their own choice and have obtained their approval for participating in a fitness related program. No change has occurred in your physical condition since that date which may affect your ability to participate. If the client has not seen a doctor they agree to before commencing at SSC. You agree that SSC and its associates will not be liable or responsible for any injuries to you or your property throughout your participation. Whether at home, outdoors, corporate, commercial, residential, or any other facility. You expressly release and discharge SSC and its associates from all claims, actions, judgments, and the like which you or your heirs, executors, administrators or assigns may have or claim to have as a result of any

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injury or other damage (including property loss) which may occur in connection with my participation at SSC. Accepting only an injury caused by gross negligence or an intentional act of SSC and its associates. This release shall be binding upon my heirs, executors, administrators and assigns.

k) Clients understand that SSC requires acceptance of this document in its entirety before commencing at SSC.

2) Medical

a) Click here to fill out the PAR-Q and you form (this is mandatory by law).

<http://www.csep.ca/cmfiles/publications/parq/par-q.pdf>

b) I agree and have answered "no" to all the questions on the PAR-Q.

c) If you have answered "yes" to any of the questions on the PAR-Q you will inform management and provide any documentation asked for prior to starting an exercise program and in a timely manner.

d) It is your responsibility to inform SSC management of changing medical conditions in a timely manner.

e) If doctors clearance is needed it is the clients responsibility to provide such documents.

f) If you feel faint, dizzy, unwell or any sense at any time that you should stop your exercise program and let the instructor know, it is your responsibility to do so.

g) We strongly discourage anyone from continued participation if for any reason they should feel they need to stop, feel faint, light headed, dizzy or unwell. These symptoms are only examples and are not limited to.

3) Club Environment

a) SSC will create a standard of professional behaviour that will be expected amongst members.

b) At no time is it acceptable to bully, intimidate, threaten, harass or make any staff or participant of SSC feel like they are in a hostile or uncomfortable environment.

c) Any behaviour considered being not to the standard of SSC, the client's membership will be revoked and asked to leave the premises and not to come back.

d) All clients must wear respectable attire, any clothing deemed to be inappropriate the client will be asked to change or leave.

e) Due to the nature of the environment we ask all SSC members to respect a high level of hygiene to ensure the safety of all SSC members.

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- f) If any members see or know of any harassment or harassment style behaviour going on in the club, you are encouraged to bring it to the attention of SSC management.
- g) We ask all members to respect and pay for any services used, anyone who is caught not paying for services used will be asked to leave the club immediately and be charged for any and all unpaid services.
- h) Clean foot ware is mandatory at all SSC facilities, any client who wears unsuitable foot ware will be asked to leave. Outdoor shoes are not permitted in the facility. Clients need to bring a pair of clean, spinning shoes in order to participate. If clients do not possess spin shoes, clean indoor running shoes will suffice
- i) Foot ware is mandatory at all times to assist in preventing injury.
- j) Clients understand that the results of any fitness program are not guaranteed and any progress depends on personal effort inside and outside of the fitness program.
- k) All SSC clients acknowledge that class durations vary between 30-60 minutes in length.

4) Membership Holds

- a) All membership can be put on indefinite holds but will be charged a monthly fee of \$10.00 for the duration of the hold.
- b) Memberships on hold will guarantee a grandfathered rate if rates change during the duration of the hold.
- c) The responsibility remains on the client to reactivate or cancel their membership with SSC.
- d) At no time will SSC communicate with a client requesting the client to continue or desist with their hold on their membership.
- e) Memberships are based on an annual term and billing will commence on the day of purchase and will continue on a monthly basis for the duration of the 12 term.
- f) All memberships and services are non-refundable and non-transferrable
- g) Membership are scheduled to auto renew once the 12 month period is up. It is the responsibility of the client to let SSC know if they no longer want a membership.

5) Cancellation

- a) Clients who are **NOT** on a prepaid monthly (or any kind of unlimited monthly package) will be offered a credit or refund if they cancel outside of 24 hours in advance.

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- b) A text message will be sent out 24 hours before the class commences and at that time if the client answers “yes” and does not participate they will **NOT** be issued a credit or refund. If clients decline text and email notifications, SSC is not responsible to remind the client of their commitment to a class.
- c) Clients can buyout a yearly contract for a prorated amount of the balance of their contract, due upon cancellation.
- d) Services and Memberships can only be cancelled if (1) serious medical concerns are present and a doctor’s note is provided (If on a platinum membership a \$200 fee will be charged upon cancellation). (2) The client is moving 45km away from the club. (If on a platinum membership a \$200 fee will be charged upon cancellation)
- e) Clients can down grade and upgrade packages at anytime (penalty free) unless they have acquired a platinum level membership. If you chose to downgrade a platinum level membership a \$200 fee will be charged.
- f) All memberships, non memberships, monthly passes, punch cards and any other offer offered by SSC are non transferable between clients. Any client who chooses to let anyone else use their membership at SSC you will have your membership revoked and must pay all fees and penalties associated with doing so. Penalties include but are not limited to remainder of contract due, processing fees, management fees and any other expenses incurred by SSC
- g) If a client cancels a membership and reactivates their account they will **NOT** be guaranteed the same rate.
- h) Any debts owing to SSC by the client resulting from cancellation that are not paid within 60 days will be sent to collections and all associated costs will be beard by the client.

6) SSC Intellectual Property

All clients by acknowledging this section agree that any conversations and knowledge acquired through or from any employees, agents, contractors and/or but not limited to representatives in considered to be intellectual property of SSC.

7) Video and Photography

Submission Spin Club reserves the rights to use any pictures, video and media collected before, during or after training sessions, for promotion material. Clients waive their right to claim to any pictures, video and media taken before, during or after a training session. Clients waive their right

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to claim any compensation from pictures, video and media taken before, during or after a training session. Submission Spin Club also reserves the right to use such pictures, video and media as they see fit. By agreeing to this document clients give consent to Submission Spin Club to any pictures, video and media taken before, during or after a training session

By agreeing to this document it will affect your legal rights. By agreeing to this document you are stating that you are of sound mind and have the capacity to make legal decisions that will affect your ability to prosecute Submission Spin Club (which includes but is not limited to its directors, shareholders, instructors, employee's, sub contractors, agents and representatives) in a court of law. By agreeing to this document, you have read, acknowledged and agreed to Submission Spin Clubs Liability Waiver. You are also acknowledging that you are accepting these terms voluntarily and with full acknowledgment of its importance and of its significance.

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Liability Waiver

IMPORTANT NOTICE: THIS FORM LIMITS YOUR RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY TO PARTICIPANTS OR DAMAGE, LOSS OR STOLEN PROPERTY.

1. I understand there are inherent risks in participating in a program of strenuous exercise. Consequently, I have been examined by a physician of my choice and have obtained their approval for my participation in a fitness program. No change has occurred in my physical condition since that date which may affect my ability to participate. If a physician has not examined me, I agree to see one within 60 days of the date set forth below to obtain his or her approval for participation in a fitness program. I agree that Submission Spin Club and associates will not be liable or responsible for any injuries to me or my property throughout the fitness program. Whether at home, outdoors, or at a corporate, commercial, residential, or any other fitness facility, I expressly release and discharge Submission Spin Club and associates from all claims, actions, judgments, and the like which I or my heirs, executors, administrators or assigns may have or claim to have as a result of any injury or other damage (including property loss) which may occur in connection with my participation in the fitness program, excepting only an injury caused by gross negligence or an intentional act of Submission Spin Club and associates. This release shall be binding upon my heirs, executors, administrators and assigns.

2. I confirm that the answers to the questions outlined on the PARQ form are true and complete to the best of my knowledge. I acknowledge that medical clearance is required if I have answered YES to any of the PARQ questions. I understand and agree that it is my responsibility to inform my instructor of any conditions or changes in my health now and ongoing which may affect my ability to exercise safely. Link to PAR-Q <http://www.csep.ca/cmfiles/publications/parq/par-q.pdf>

3. I understand that I am not obligated to perform nor participate in any activity that I do not wish to do, and that it is my right to refuse such participation at any time during my training sessions. I understand that should I feel lightheaded, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity and inform my instructor.

4. I understand the results of any fitness program cannot be guaranteed any progress depends on my own effort and co-operation in and outside of the training sessions.

5. I understand that all class rates are based on a 45 minute session. I also understand that I am responsible for my appointments booked and should I miss an appointment I will be charged in full for that session. No charge will be levied should I cancel with MORE THAN 24 HOURS NOTICE given.

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6. Submission Spin Club proudly uses contractors who have been carefully selected and have exhibited best in class training practices, carry a high standard of ethical and business conduct and who are committed to the success of Submission Spin Club and their participants.

7. Submission Spin Club reserves the rights to use any pictures, video and media collected before, during or after training sessions, for promotion material. I waive my right to claim to any pictures, video and media taken before, during or after a training session. I waive my right to claim any compensation from pictures, video and media taken before, during or after a training session. Submission Spin Club also reserves the right to use such pictures, video and media as they see fit. I give my consent to Submission Spin Club to any pictures, video and media taken before, during or after a training session.

8. If a participant is under the age of 18, parental, guardian and or caregiver permission is required

I have read this Release and Terms of Agreement and I understand all of its terms. I agree to it voluntarily and with full knowledge of its significance.