



201 Portage | 590-201 Portage Ave. | Winnipeg, MB Canada R3B 3K6  
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### INDIVIDUAL MEMBERSHIP AGREEMENT

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_ FLOOR: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ GENDER:  Male  Female

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

CARD KEY/FOB # (FIRST FIVE DIGITS): \_\_\_\_\_

Start Date of Membership: \_\_\_\_\_ Type of Membership:  6-months (\$157.50)  12-months (\$252.00)

I (member name) \_\_\_\_\_ (the "Member"), have read and understand the terms of the agreement.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### WAIVER, RELEASE AND INDEMNITY AGREEMENT

For and in consideration of permitting (member name) \_\_\_\_\_ to join 201 Fitness (the "Fitness Facility") and to participate in weight lifting, body building, cardio and other activities available at the Fitness Facility, the Member hereby assumes all risks of such activity and voluntarily releases, discharges, waives and relinquishes any and all claims or causes of action for personal injury, illness, property damage or wrongful death occurring to himself/herself arising as a result of engaging in the Fitness Facility activities incidental thereto, wherever or however the same may occur and for whatever period said activities may continue; and for himself/herself, his/hers heirs, executors, administrators and assigns does hereby agree that under no circumstances will he/she or his/her heirs, executors administrators and assigns prosecute or present any claim for personal injury, illness, property damage or wrongful death against the Manager or 201 Portage Equities Inc. and Harvard Developments Partnership (the "Owner") or any officers, agents, employees or servants of the Manager or Owner for any of said causes of action, whatever the same shall arise by the negligence of the Member or otherwise. IT IS THE INTENTION OF THE MEMBER BY THIS INSTRUMENT TO EXEMPT AND RELIEVE THE OWNER AND ITS AGENTS FROM ANY LIABILITY FOR PERSONAL INJURY, ILLNESS, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, EXCEPT WHERE THE DAMAGE IS CAUSED BY THE GROSS OR WILLFUL NEGLIGENCE OF THE MANAGER OF THE FITNESS FACILITY WITHIN THE SCOPE OF THEIR DUTIES.

The Member agrees that the Fitness Facility shall not be responsible or liable for any articles of the Member lost or stolen in the Fitness Facility or locker facilities. It is agreed that any damage to the Fitness Facility by any Member is the sole responsibility of the offending Member.

The Member acknowledges that he/she has read the foregoing paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the Fitness Facility and is fully aware of the legal consequences of signing this instrument.

Member Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Please initial)

\_\_\_\_\_ MONTHLY DUES

Monthly dues are paid by Pre-Authorized Debit on the first of the month. Funds denied due to NSF, will result in a \$25 extra NSF administration fee. Outstanding monthly dues owing by the Member may result in revocation of membership.

\_\_\_\_\_ COVID STATEMENT

The member agrees by scanning their access card or fob into the Fitness Facility they agree to the following:

- ✓ I do not have any symptoms or signs of illness including: cough, headache, runny nose, fever, sore throat;
- ✓ I have not been exposed to anyone with COVID-19 within the last 14 days;
- ✓ I have not travelled outside of the country in the last 14 days;
- ✓ I will clean my equipment with the provided disinfectant before and after each use;
- ✓ I will maintain a safe distance of six feet between other members and staff at all times;
- ✓ I will wash/sanitize my hands before and after my workout.

Any member that contracts COVID 19 will immediately notify Harvard Service.

\_\_\_\_\_ GUEST POLICY

Members may NOT bring guests into the facility. The Fitness Facility is intended for use by building occupants and their employees only.

\_\_\_\_\_ LOCKERS

Lockers are provided per visit use by Members. Lockers are spaced out to accommodate social distancing and will be labeled accordingly. Members are to only use the labeled lockers. Members must provide their own lock. Members are urged not to bring valuables into the Fitness Facility premises. The Manager and the Owner, its agents or employees shall not be liable for the loss, theft or damage to personal property of Members. Locks left on for the day or overnight will be cut & items removed.

\_\_\_\_\_ FACILITY AVAILABILITY

The Fitness Facility will be available to Members 24 hours/7 days a week. The Fitness Facility may at any time be temporarily closed for maintenance purposes.

\_\_\_\_\_ GENERAL RULES

1. No loud or abusive behaviour is permitted.
2. No alcohol, smoking or drugs are allowed in the Fitness Facility.
3. No personal notices, advertising or other literature, either posted or for distribution are allowed without the express written permission of the Manager.
4. Members must remove outdoor shoes before entering the exercise floor. Only indoor shoes are allowed in the Fitness Facility.

\_\_\_\_\_ EXERCISE FLOOR

1. There is a thirty (30) minute time limit on all cardio equipment when equipment is fully occupied.
2. Members must be properly attired in standard workout clothes while in exercise areas. Swimsuits, underwear, and street clothes are not allowed inside the Fitness Facility. Proper athletic shoes must be worn, no sandals, or street shoes allowed.
3. No food or workout bags are allowed in the Fitness Facility.
4. Do not move equipment or use equipment that is marked unavailable.
5. Members should replace all free weights on appropriate racks after use. Free weights and weight stacks are to be lowered carefully upon completion of an exercise. Abuse of equipment will not be tolerated.
6. Equipment must be sanitized after each use towelettes provided and dispose in open bins throughout the facility.

In making this application, I understand and agree with the rules and regulations.

Member Signature: \_\_\_\_\_

Date: \_\_\_\_\_