



THE
EXCHANGE



Fitness Centre Membership Form

Fee – payable to Curtis Health	Payment Options
<input type="checkbox"/> 1 week trial (\$20.00) One time only <input type="checkbox"/> 3 Month Membership (\$105.00) <input type="checkbox"/> 6 Month Membership (\$180.00) <input type="checkbox"/> 1 Year Membership (\$300.00) <input type="checkbox"/> Monthly Auto-Pay Contract (\$27.00 per month Visa/MasterCard) charged monthly, 6 month minimum 30 days cancellation notice	<input type="checkbox"/> Visa <input type="checkbox"/> Master Card <input type="checkbox"/> Cheque

The above membership rates include GST

Please check to provide your consent to receive electronic communications regarding Fitness Centre updates including Group Fitness classes, Personal Training information, promotions, and events.

Tenant Information

Last Name: _____ First Name: _____
 Company: _____ Security Card #: _____
 Email: _____ Telephone: _____

Emergency Contact Information

Contact Name: _____ Telephone: _____

1. I understand that my membership is for a minimum of 3 months.
2. Reasonable refund arrangements requested **in writing one month in advance** will be made for individuals whose employment contract may expire, their work location is transferred, or for those with a medical condition . Refunds will apply only to full months remaining.
3. I agree to abide by all rules and regulations set forth by The Exchange Fitness Centre.
4. Membership is only available to current tenants of The Exchange building.

Date (dd/mm/yy): _____ Signature: _____

For Office Use Only: Term Length _____ Contract in Volo _____	
Start Date (dd/mm/yy): _____	Expiry Date (dd/mm/yy): _____
Amount Collected: \$ _____ (including tax)	
Visa _____ Master card _____ Monthly _____	Receipt #: _____
Excel: _____	Volo: _____ PAR Q: _____ Welcome Letter: _____ Security Card: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!

TO: OSED Howe Street Vancouver Leaseholds Inc., Old Stock Exchange Building Properties Ltd., Colliers Macaulay Nicolls Inc. and Curtis Health (collectively, the "Company") of The Exchange located at 475 Howe Street in Vancouver, B.C. (the "Property"),

In this agreement, the term "FACILITIES" shall mean both the male and female change rooms and showers located in level P1 of the property.

ASSUMPTION OF RISKS

I am aware that use of the facilities involves many risks, dangers and hazards including, but not limited to mounting, using and disembarking fitness or exercise equipment, moving, loading, lifting, securing and unloading free weights and other fitness equipment components; dropping free weights and other fitness equipment components; loss of control; entrapment; dehydration; over-exertion; fainting; muscle strain; angina; stroke; aneurysm; circulatory or respiratory problems; collision or contact with other fitness or exercise participants; failure to engage in FITNESS ACTIVITIES safely or within one's own ability or within designated areas; negligence of other persons participating in FITNESS ACTIVITIES on or about the FACILITIES; and **NEGLIGENCE ON THE PART OF THE COMPANY OR ITS AGENTS OR OTHER EMPLOYEES, INCLUDING THE FAILURE ON THE PART OF THE COMPANY OR ITS AGENTS OR OTHER EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF FITNESS ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH USING THE FACILITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE COMPANY providing and permitting my use of the FACILITIES and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against THE COMPANY, and its directors, officers, employees, agents, representatives, successors and assigns, (all of whom are hereinafter collectively referred to as the "RELEASEES"), and to RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer from either my use of or my presence on or about the FACILITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF FITNESS ACTIVITIES REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on or about the FACILITIES;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. The Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement, I am not relying upon any oral or written representations made by the RELEASEES with respect to the safety of the FACILITY other than what is set for in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name: (Print)	Date	Signature	Date of Birth	Witness
_____	____/____/____ D M Y	_____	____/____/____ D M Y	_____