

MEMBERSHIP APPLICATION - 400 Third Fitness Centre						
MEMBERSHIP #		SECURITY CARD #		START DATE:	DD	MM YY
NAME FIRST		LAST		DOB:	DD	MM YY
HOME ADDRESS				HOME PHONE		
COMPANY NAME		WORK EMAIL		BUSINESS PHONE		
EMERGENCY CONTACT NAME		RELATIONSHIP		EMERGENCY CONTACT PHONE		

**CHECK APPROPRIATE BOX BELOW:**

- ☐ NEW MEMBER  
☐ RENEWING MEMBERSHIP

MONTHLY FEE
PRO-RATED FEE
REJOINING ADMIN FEE
INITIAL PAYMENT

**CANCELLATION:** Cancellation notification must be received no later than the 15<sup>th</sup> of the month to be effective for month-end. There is a four (4) month minimum membership term. Tenants must pay a \$50.00 administration fee to rejoin.

**PRIVACY:** 400 Third Fitness Centre is committed to protecting personal information by following responsible information handling practices in accordance with the provisions of the Personal Information Protection Act (PIPA) of Alberta. The member hereby gives permission for the 400 Third Fitness Centre or its nominees, associates, and affiliates or their employees, to collect any personal information contained in this document, maintain personal information already on file and to collect further information for the purpose of contacting the member by mail, fax, telephone and/or email.

I understand and agree to the above. \_\_\_\_\_ (initial)

**PAYMENT AUTHORIZATION:** I hereby authorize the 400 Third Fitness Centre to collect membership fees, by pre-authorized chequing or credit card payment, at the current rate. Rates may be adjusted in subsequent years with notice posted in the 400 Third Fitness Centre 30 days in advance. I have read and understood the terms and conditions of membership.

New member orientation complete and copy of policies & procedures received. \_\_\_\_\_ (initial)

MEMBER SIGNATURE	DD	MM	YY
LIVunLtd AUTHORIZED SIGNATURE	DD	MM	YY

**MEMBERSHIP AGREEMENT – Read Carefully**

**Term:** This agreement does not have a set term.

**Pre-Authorized Payment:** The member agrees to pay the 400 Third Fitness Centre (LIVunLtd) the monthly fees and to the process specified in the attached Pre-Authorized Payment Agreement.

**Membership Cancellation:** The member may cancel this membership at any time after a minimum of 4 months by providing notice in writing to the Centre. Notice must be received before the 15<sup>th</sup> of the month to be effective for the following month.

**Code of Conduct and Rules:** The member agrees to abide by the code of conduct and rules of the 400 Third Fitness Centre and any amendments which may be enacted hereinafter. Please see the Code of Conduct and Rules in this package.

**Informed Consent:** The member is required to read and sign the Informed Agreement which is attached as part of this Membership Agreement.

**Liability and Release:** By use of the facilities and signing below the member agrees as follows:

I, for myself, my heirs, executors, and administrators, and any person or party claiming by, through or under any of them:

release and forever discharge the 400 Third Fitness Centre, LIVunLtd, by its agent (without personal liability) OPGI Management GP Inc. as general partner of the OPGI Management Limited Partnership, and each of their successors and assigns and each of their subsidiaries, affiliates, partners, directors, officers, employees, agents, member instructors and independent contractors (collectively called the “Released Parties”) from any claims, actions, costs, expenses and demands in respect of death, injury, loss or damage to my person or property (including without limitation, under the Occupiers’ Liability Act) wherever or however caused, including, without limitation, the negligence of one or more of the Released Parties, arising out of or in connection with the use or intended use of the 400 Third Fitness Centre or the Activities (collectively, a “Claim”): and agree to hold harmless and indemnify the Released Parties for any and all Claims made against the Released Parties by any person.

**Privacy:** LIVunLtd is committed to protecting personal information by following responsible information handling practices in accordance with the provisions of the Personal Information Protection Act (PIPA) of Alberta. The member hereby gives permission for LIVunLtd or its nominees, associates, and affiliates or their employees, to collect any personal information contained in this document, maintain personal information already on file and to collect further personal information only for the purposes of establishing and maintaining communications with the member by mail, telephone and/or email in respect of their 400 Third Fitness Centre membership.

**In signing this agreement, I acknowledge having reviewed all components of this membership package including the Agreement; Pre-Authorized Payment; Informed Consent; CSEP Get Active Questionnaire; and Code of Conduct.**

Member Signature:

Date:

## 400 THIRD FITNESS CENTRE INFORMED CONSENT AND AGREEMENT AND RELEASE FORM

*For participation in all activities at 400 Third Fitness Centre  
(Suite 300, 400 – 3rd Avenue S.W. Calgary, AB T2P 4H2)*

**Please read carefully before signing**

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

Thank you for choosing to use the activities, facilities, programs or services of 400 Third Fitness Centre. We request your understanding and cooperation in maintaining your safety and health by reading and signing the following informed consent and agreement and release form.

I, **(PLEASE PRINT)** \_\_\_\_\_ declare that I intend to use some or all of the activities, facilities, programs and services (hereinafter called “Activities”) offered by 400 Third Fitness Centre. I assume full responsibility for my health and well-being during and after my participation in such Activities and for my choices to use or apply at my own risk any portion of the information or instruction I receive. I understand that part of the risk involved in undertaking any of the Activities is relative to my own state of fitness or health (physical, mental or emotional) and to the awareness, care and skill with which I conduct myself in any of the Activities of 400 Third Fitness Centre. In addition, I understand that I am free to withdraw from, reduce or modify my involvement in any of the Activities and I realize that I should do so on recognition of any signs of physical discomfort, which may include (without limitation): light-headedness, fainting, chest pain or discomfort, leg cramps, nausea, etc.

I, for myself, my heirs, executors, and administrators, release and forever discharge 400 Third Fitness Centre, LIVunLtd, OPGI Management GP Inc., OPGI Management Limited Partnership, Oxford Properties Group Inc., CPP Investment Board Real Estate Holdings Inc. and each of their successors and assigns and each of their affiliates, directors, officers, employees, agents, member instructors and independent contractors (collectively called the “Released Parties”) from any claims, actions, costs, expenses and demands in respect of death, injury, loss or damage to my person or property (including without limitation, under the Occupiers’ Liability Act) wherever or however caused, including, without limitation, the negligence of one or more of the Released Parties, arising out of or in connection with the use or intended use of the 400 Third Fitness Centre (which, for certainty, shall include all indoor fitness facilities and any ancillary outdoor locations utilized for the Activities).

I consent to taking all of the above noted and other risks by VOLUNTARILY PARTICIPATING in all and any fitness programs, which may or may not be designed and implemented by a qualified fitness consultant employed by 400 Third Fitness Centre: **(PLEASE INITIAL)**. \_\_\_\_\_

I declare that I have read, understood and agree to the contents of this INFORMED CONSENT AGREEMENT & RELEASE FORM in its entirety, and I have signed it voluntarily.

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

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

*(Adapted from Fitness Standards Safety Committee, “Safety Standards” from Screening of Participants Planning to Engage in Activities and Programs Offered by the Ontario Fitness Industry. Third draft, January 1989, p.7)*

## 400 Third Fitness Centre Pre-Authorized Payment Plan

Name: \_\_\_\_\_

I/we authorize 400 Third Fitness Centre and/or LIVunLtd to charge monthly dues to my/our bank account or credit card. 400 Third Fitness Centre is authorized to change the amount of the monthly payment by giving the member 30 days written notice of the change. Failure on the part of the member to advise in writing of his/her disagreement with the change in the amount of the monthly payment within 10 days shall be deemed to be full acceptance of such change.

(Initial: \_\_\_\_\_)

I/we agree to notify 400 Third Fitness Centre and/or LIVunLtd in writing within 10 days of any change to bank or credit card account information.

(Initial: \_\_\_\_\_)

All authorized charges will be made on, or after, the **15<sup>th</sup>** day of each month. Should any bank payments not clear or are not honored by the member's financial institution for any reason whatsoever, authorization is hereby given to 400 Third Fitness Centre and/or LIVunLtd to collect the amount refused or dishonored plus a \$20.00 non-sufficient fund (NSF) fee, payable in full.

(Initial: \_\_\_\_\_)

This authorization may be cancelled at any time upon written notice; to the 400 Third Fitness Centre or LIVunLtd by the Member (cancellation deadline is the **15<sup>th</sup> of each month** to be effective for month-end).

(Initial: \_\_\_\_\_)

- ☐ Pre-Authorized Banking Payment – attach void cheque
- ☐ Pre-Authorized Credit Card Payment (No AMEX or DEBIT)

Type	Name on Card (please print)	Card Number	Expiry	CVD#

Member Name:
Member Signature:
Date:
Postal Code:

For a joint account, all depositors must sign, if more than one signature is required on cheques issued against the account.

## 400 Third Fitness Centre: Member Code of Conduct and Centre Rules

The 400 Third Fitness Centre has been designed to offer all tenants the opportunity to participate in fitness and wellness activities that are enjoyable and beneficial to their health. In order to promote these objectives, the facility must be shared by all members, with a view to ensuring that members consider the impact of their actions upon others using the facility. While much of this information is “common sense” to most of us, some codes may differ from other fitness facilities that you may have frequented in the past.

Members are expected to behave in a responsible manner that is consistent with this Code of Conduct and ***WILL***:

- Comply with the Fitness Centre current hours of operation.
- Keep safety in mind at all times and exercise at your own risk.
- Consult with fitness staff, if unfamiliar with the equipment, or safe exercise principles.
- Ask another member to “spot” them, if performing heavy lifts (fitness staff will not usually “spot” members, however, Personal Trainers will)
- Allow others to “work in” with them, when performing multiple sets on a machine or bench (everyone has limited time to exercise and the equipment must be shared by all)
- Be courteous and respectful in dealings with other members and staff; verbal or physical abuse will not be tolerated.
- Treat Fitness Centre property and equipment in a proper manner to avoid damage or injury.
- Avoid the use of profanity or other inappropriate language while on the premises.
- Deposit their soiled towels into the bins provided, and NOT leave towels on the benches or counters.
- Clean or sanitize all equipment after use.
- Wear appropriate fitness clothing and launder their clothing prior to each workout; shoes are mandatory (except for some yoga/Pilates mat workouts)
- Contact staff on duty, if they wish to show/tour a co-worker, or new hire, through the facility (it is preferable that fitness staff conduct the tour, at their discretion)

Members *are asked to NOT*:

- Wear “outdoor” or open-toe shoes in the facility, regardless of whether the member feels that they are sufficiently clean or safe to warrant usage.
- Drop dumbbells, barbells or other equipment, which could cause damage or injury, or disrupt other members unnecessarily.
- Use hand chalk or other products that leave a residue on the equipment.
- Interrupt classes while they are in session (please try to arrive on time, or at least within the first five minutes of the class)
- Attempt to “train” or instruct other members, whether pre-arranged or unplanned, regardless of whether the member feels that they have sufficient knowledge to do so (only LIVunLtd staff are permitted to train members)
- Consume food or beverages except for water or sports drinks in a closed container.
- Attempt to bring a non-member onto the premises for the purposes of exercising or using the locker rooms (this facility is for the use of members only)
- Attempt to bring in an outside Personal Trainer or class instructor or other therapist.
- Use the facility while under the influence of alcohol or drugs.
- Commit theft or other illegal actions.
- Use a cell phone inside the locker room.
- Leave personal belongings in the locker room overnight.

Members who do not comply with this Code of Conduct or the Rules of Membership will be given a warning and/or may be asked to leave the premises, and/or may have their membership privileges suspended or cancelled.

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

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