

ENBRIDGE FITNESS CENTRE & BICYCLE STORAGE ACCESS

Membership Pass & Pre-Authorized Debit Agreement

MEMBER INFORMATION (Please print clearly):

Surname: _____ Given name(s): _____
 Employer: _____ Floor: _____
 E-mail Address: _____ Phone: () _____ - _____

MEMBERSHIP DETAILS (Please contact us if you require assistance completing this form):

Fitness Centre Membership – Choose one of the following 2 options:

<input type="checkbox"/>	1-year term:	\$40 ⁰⁰ +GST/month	\$480 ⁰⁰ +GST/year
<input type="checkbox"/>	6-month term:	\$50 ⁰⁰ +GST/month	\$600 ⁰⁰ +GST/year

Bicycle Storage Membership – Choose one of the following 2 options:

<input type="checkbox"/>	1-year term:	\$20 ⁰⁰ +GST/month	\$240 ⁰⁰ +GST/year
<input type="checkbox"/>	Start month _____, End month _____:	\$20 ⁰⁰ +GST/month	

I hereby give permission to the Operations Manager and its Financial Institution to debit my personal bank account the above Monthly Membership Fee(s) on the 1st day of each month, or the next business day. Initial here

For billing amounts that exceed the maximal fixed Monthly Membership amount above, would you like the Operations Manager to notify you at least 10 days before the withdrawal? YES NO

Alternative memberships and additional services:

Locker Rental (located in additional room, not in main change rooms)	\$20 ⁰⁰ +GST/month
Golf Simulator Membership (\$20+GST per round or \$420+GST for 26 rounds)	1 st Round FREE
Unlimited Group Exercise & Yoga Classes (when available)	Sign up today!
Personal & Small Group Training provided by Breathe Fitness	Call 780-232-3478

Payment for the first month, a pro-rated calculation based on the number of days between the membership start date and the first debit date, will be drawn by direct deposit on the first business banking day of the next calendar month.

Breathe Fitness requires permission to send notifications and e-mails directly to Fitness Centre members (as based on the definition of express consent as outlined in Canada's Anti-Spam Legislation (CASL) Guidance on Implied Consent).

YES, I consent to receiving emails pertaining to my billing and account status, and facility updates regarding the Fitness Centre from Breathe, the Operations Manager of the Enbridge Fitness Centre.

Would you like to receive program information from Breathe Fitness, including group fitness classes, personal training and/or other health-related services as provided or facilitated by Breathe Fitness at the Enbridge Fitness Centre or our private studio located at 7747-85 Street? YES NO

BANK ACCOUNT INFORMATION (Government Issued Photo ID May Be Required):

Please attach a VOIDED CHEQUE HERE (no photocopies) or a Pre-Authorized Transaction Form **completed by your financial institution**. Returning members will not be required to resubmit their banking information (unless it has changed or you would like to use a different account). **Verified by** _____ (staff initial)

PRE-AUTHORIZED DEBIT (PAD) DETAILS:

- I authorize Breathe Personal Training & Fitness Inc. (o/a Breathe Fitness), the Operations Manager of the Enbridge Fitness Centre, **herein referred to as the "Operations Manager"**, and its Financial Institution to debit my personal bank account the Monthly Membership Fee on the 1st day of each month or the next business day.
- The first payment, a pro-rated calculation based on the number of days between the membership start date and the first debit date, must be made prior to the membership pass being activated.
- Any delivery of this authorization to the Operations Manager constitutes delivery by the customer to the bank. It is warranted by the customer that all persons whose signatures are required to sign on the account have signed this authorization. The customer acknowledges receipt of a signed copy of this authorization.
- I understand that all Membership and Service Fees may be subject to annual increases.
- I acknowledge that I am only able to cancel my pre-authorized membership pass for the following month if I have notified the Operations Manager before the 15th day of the current month. For memberships, and all other services, including but not limited to, golf simulator memberships, and bicycle storage membership and locker rentals, where I have agreed to monthly payments, I can only cancel my pre-authorized monthly membership pass in extenuating circumstances, such as major health problems or discontinuation of employment with one of the tenants of the Enbridge Centre, or as an employee of Enbridge Inc., housed in the Manulife Place building.
- I agree to notify the Operations Manager before the 15th of the month should my banking information change.
- I acknowledge the Operations Manager will deny access to the Fitness Centre and all other facilities controlled by the Fitness Centre if the chequing account provided does not exist, a stop payment is applied, or if a cheque is returned NSF. I further acknowledge that any penalties assessed by my bank to the Enbridge Fitness Centre will be owed to and collected by the Operations Manager and that my membership will be deactivated until my account is in good standing. Outstanding amounts will be sent to collections after 90 days.
- I recognize that membership to the Enbridge Fitness Centre only grants access to the Enbridge Centre building for the purpose of Fitness Centre use during the normal hours of operation of the Fitness Centre.
- I am aware that I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this Pre-Authorized Debit Agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit Payments Canada (Canadian Payments Association) [CA] at www.payments.ca.
- I am aware that my membership term will renew for the 6-month or 1-year term which I have already chosen each time this set term is reached and my bank account will continue to be debited monthly until I give written notice to cancel this pre-set membership term, and that I may only revoke a month-to-month pre-authorized payment agreement by submitting, by the 15th of the month, a written request to Breathe Fitness, 7747-85 Street NW, Edmonton, Alberta, T6C 3B4, or by e-mail to enbridgefitnesscentre@breathe-fitness.ca. If the Cancellation Form is received after the 15th of the month, the membership will remain active for an additional month. There will be no refunds for unused portions of a month.
- I acknowledge that I have read and agree to the Membership Pass Terms and Conditions. **Initial here**

Rights of Dispute

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this agreement.

In order to be reimbursed, the customer must complete a Declaration Form at their bank branch up to and including 90 calendar days after the date of which the debit in dispute was posted to the customer's account.

The customer acknowledges that disputes after the above noted time limitations are matters to be resolved solely between the Operations Manager and the Fitness Centre member. To obtain more information on your recourse rights, contact your financial institution or visit cdnpay.ca.

Signature of Member/Primary Account Holder:

X _____

Date signed: _____

Name: _____
(PLEASE PRINT)

Membership start date: _____

Contact Information: Breathe Fitness, 7747-85 Street NW, Edmonton, Alberta, T6C 3B4 (780) 953-5083 www.breathe-fitness.ca

It is warranted by the customer that all persons whose signatures are required to sign on the account have signed this authorization. **Please ensure you have attached with this application a void blank cheque to ensure accuracy of banking information.**

Direct questions regarding this program to the Fitness Centre Operations Manager at enbridgefitnesscentre@breathe-fitness.ca.

This information is being collected under authority of Section 33(c) of the Freedom of Information and Protection of Privacy Act. It will be used for the administration of the Pre-Authorized Monthly Payment Program. For questions about the collection, use, or disclosure of personal information by this program, contact the Operations Manager at enbridgefitnesscentre@breathe-fitness.ca.



Waiver and Release of Claims Arising Out of the Use of the Enbridge Fitness Centre

I, _____ hereby request permission to use the Enbridge Fitness Centre (the "Fitness Centre"), located on level two (2) of Enbridge Centre, 10175 101st Street NW, Edmonton, AB, together with any and all equipment, and other facilities located therein. I understand and acknowledge that the Fitness Centre is not a public facility, but is for the exclusive use of those individuals, such as myself, who are specifically authorized in writing by Kelly Ramsey Limited Partnership C/O Hines Canada Management II ULC ("Landlord") or its authorized representative to use the Fitness Centre, and who read and sign this **WAIVER AND RELEASE**. I understand that the Fitness Centre shall, at times, be unmanned and unsupervised. Any and all employees or agents of Landlord or its authorized representative who may be present at any time in the Fitness Centre may not be trained or authorized to provide health, fitness, medical assistance or advice. I understand and acknowledge that there are risks inherent with vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Centre, including but not limited to serious bodily injury or even death. I also understand and acknowledge that I should not engage in vigorous exercise, weight training, or other activities customarily undertaken at the Fitness Centre without first consulting my personal physician and considering any particular risks I may incur in participating in these activities. I acknowledge that any safety equipment needed and/or required by law are to be provided by me. I HEREBY ASSUME ALL OF THE RISKS OF USING THE FITNESS CENTRE AND THE EQUIPMENT THEREIN. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE FITNESS CENTRE, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE AGAINST LANDLORD, AND ITS SUCCESSORS, ASSIGNS, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, MEMBERS, OWNERS, MANAGERS, TENANTS, OR CONTRACTORS (COLLECTIVELY, "LANDLORD PARTIES") FOR ANY AND ALL LOSSES, COSTS, EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, DAMAGES, OR LIABILITIES WHATSOEVER OF ANY NATURE, INCLUDING PROPERTY DAMAGE, LOSS OR THEFT, BODILY INJURY OR DEATH, ARISING OUT OF (i) MY USE OF THE FITNESS CENTRE, (ii) THE NEGLIGENCE OR OTHER ACTS OF THE LANDLORD PARTIES, WHETHER DIRECTLY CONNECTED TO MY USE OF THE FITNESS CENTRE OR NOT, AND HOWEVER CAUSED, OR (iii) THE CONDITION OF THE FITNESS CENTRE. FURTHER, I AGREE TO INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE, THE LANDLORD PARTIES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, LIABILITIES, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES AND OTHER LITIGATION COSTS, WHICH MAY IN ANY WAY ARISE FROM MY USE OF THE FITNESS CENTRE, EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF A LANDLORD PARTY. I also agree that my use of the Fitness Centre shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative, and further agree to follow any verbal instructions or directions given by the employees, agents or representatives of Landlord at the Fitness Centre. I agree that my failure to use the Fitness Centre in accordance with the Rules and Regulations or as directed by such agents or representatives at the Fitness Centre may result in the permanent loss of my privileges to use the Fitness Centre. I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract, and I sign it of my own free will.

Print Name: _____ Signature: _____

Date: _____

Enbridge Fitness Centre Rules and Regulations

Please check each box after reading every rule or regulation

1. Use of the Fitness Centre is limited to the employees of Enbridge Centre tenants and Enbridge employees working out of Manulife Place only. No guests are permitted access, except for use of the Golf Simulator facilities where at least one employee of an Enbridge Centre building tenant is in attendance.
2. You may not use the Fitness Centre unless you have read, understood and signed this Waiver and Release of Claims Arising Out of the Use of the Enbridge Fitness Centre form.
3. The daily operational procedures for the Fitness Centre may change at any time. Users are expected to abide by all posted rules to ensure the safe and efficient operation of the Fitness Centre for all users.
4. The hours of operation are subject to change at any time.
5. Do not bring food or drink into the Fitness Centre (other than water bottles).
6. Appropriate attire to be worn while using the Fitness Centre.
7. Please do not enter the Fitness Centre with oil or grease on your shoes.
8. Observe a 45-minute maximum allotment on bikes, rowers, treadmills, and 30 minutes when others are waiting.
9. Return all equipment to designated areas after use.
10. Do not use equipment unless you fully understand its proper use.
11. To protect your belongings while using the change room, use a lock to secure them in a locker while you are using the Fitness Centre. Locks left overnight may be removed by the building management. Neither Landlord nor building management will be responsible for any personal property left within the Fitness Centre, including any items stored in lockers.
12. Lockers in the changerooms are for day use only. All personal belongings must be removed from locker rooms by end of normal hours of operation for any given day. Any shoes, clothing, toiletries, or other personal items will be removed at end of day and placed in a lost and found. All items in the lost and found will be periodically donated to charity. To inquire about any of your items that may have been removed from the changerooms, send an email to the Enbridge Fitness Centre Operations Manager at enbridgefitnesscentre@breathe-fitness.ca.
13. Report any injuries or problems immediately to building management.
14. Offensive behavior of any kind will NOT be tolerated in the Fitness Centre. You may be removed from the Fitness Centre for any such behavior and multiple instances of offensive behavior may result in the permanent loss of use of the Fitness Centre. Any behavior you feel is inappropriate should be reported to building management immediately.

The Fitness Centre is for the enjoyment of all Enbridge Centre tenants and their employees. Please assist us in maintaining the cleanliness of the Fitness Centre. Please report any problems immediately to the building management.

Print Name: _____ Signature: _____

Date: _____ E-Mail: _____

Phone Number: _____ Company: _____

Gender (*locker room access*): Male or Female



**Waiver and Release of Claims Arising Out of the Use of the
Enbridge Centre Bicycle Storage Areas**

I, _____ hereby request permission to use the Bicycle Storage and Locker Room located on the P2 Level of the Parkade of Enbridge Centre, together with any and all equipment and other facilities located therein (the “Bicycle Storage”). I understand and acknowledge that the Bicycle Storage is not a public facility, but is for the exclusive use of those individuals who are specifically authorized in writing by Kelly Ramsey Limited Partnership (collectively the “Landlord”) or its authorized representative to use the Bicycle storage, and who read and sign this WAIVER AND RELEASE. I understand and acknowledge that other users of the Bicycle Storage may inadvertently or purposefully damage or remove contents of the Bicycle Storage. I ACKNOWLEDGE AND AGREE THAT THE USE OF THE BICYCLE STORAGE WILL BE ENTIRELY AT MY OWN RISK. I FURTHER ACKNOWLEDGE AND AGREE THAT, IN CONSIDERATION FOR BEING PERMITTED TO USE THE BICYCLE STORAGE, I SHALL BE ENTIRELY RESPONSIBLE FOR, AND I HEREBY WAIVE AND RELEASE ANY AND ALL CLAIMS I HAVE OR MAY HAVE IN THE FUTURE against the Landlord, and their successors, assigns, affiliates, directors, officers, shareholders, employees, agents, representatives and partners or any of them for any and all losses, costs, expenses, including legal fees, damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of my use of the Bicycle Storage, provided, however, that the foregoing waiver and indemnification shall not apply to any injuries or damages caused by the gross negligence or willful misconduct of Landlord or its agents or employees. I also agree that my use of the Bicycle Storage shall be in accordance with the Rules and Regulations attached hereto, as the same may be amended, modified or replaced from time to time by Landlord or its authorized representative.

Print Name: _____ Signature: _____

Date: _____



ENBRIDGE
CENTRE

ENBRIDGE CENTRE

Bicycle Storage Rules and Regulations

Please check each box (☐) after reading every rule or regulation

1. The Bicycle Storage is subject to periodic closure by the Landlord for the purposes of maintenance, cleaning, repair, or renovation. ☐
2. You may not use the Bicycle Storage area unless you have read, understood and signed this Waiver and Release of Claims Arising Out of the Use of the Enbridge Centre Bicycle Storage Area form. ☐
3. The daily operational procedures for the Bicycle Storage area may change at any time. Users are expected to abide by all posted rules to ensure the safe and efficient operation of the Bicycle Storage area for all users
4. The Bicycle Storage will be accessible to Authorized Users only. Friends, relatives and visitors of the Users are not permitted to use the Bicycle Storage. ☐
5. Authorized Users are prohibited from lending their access fobs to non-employees. ☐
6. All Users of the Bicycle Storage agree to do so at their own risk. Bicycle locks should be used to secure bikes stored in the Bicycle Storage at all times. Locks will not be provided. Locks that are not being regularly used may be removed at the Landlord's discretion. ☐
7. Users shall store bicycles on the bicycle racks provided. ☐
8. Users shall not block the entrance to the Bicycle Storage or position bicycles in a manner that will impede others from entering or exiting the Bicycle Storage or parkade. ☐
9. Each Authorized User is permitted one (1) bicycle in the Bicycle Storage areas. ☐
10. A locker for each member is available. Enbridge employees must park their bicycles in either Room B or C, while employees of all other building tenants are to use Room A. All Bicycle Storage members have access to the shower room of their chosen gender in Room A. Combination locks are not provided. ☐

11. All personal belongings must be removed from the Bicycle Storage area, and shower rooms in Room A, by end of normal hours of operation for any given day. Any shoes, clothing, toiletries, or other personal items will be removed at end of day and placed in a lost and found. All items in the lost and found will be periodically donated to charity. To inquire about any items that may have been removed from the changerooms, email the Enbridge Fitness Centre Operations Manager at enbridgefitnesscentre@breathe-fitness.ca.
12. Users shall report any suspicious activity, vandalism or damage to Building Security immediately.
13. The Landlord reserves the right to add, change or delete any Rule or Regulation herein contained and to change the method of Bicycle Storage operation.
14. The only access permitted to and from the Bicycle Storage is via the parkade entrance from the North alley. Please exercise caution when entering and exiting the parkade. The parkade ramp is grooved for vehicle traction and could negatively affect bicycle handling.
15. Any violations of the Rules and Regulations will result in cancellation of Bicycle Room privileges.

Print Name: _____ Signature: _____

Company: _____ Date: _____

Building Access Fob Number (first 5 digits only): _____

Gender (*locker room access*): Male or Female

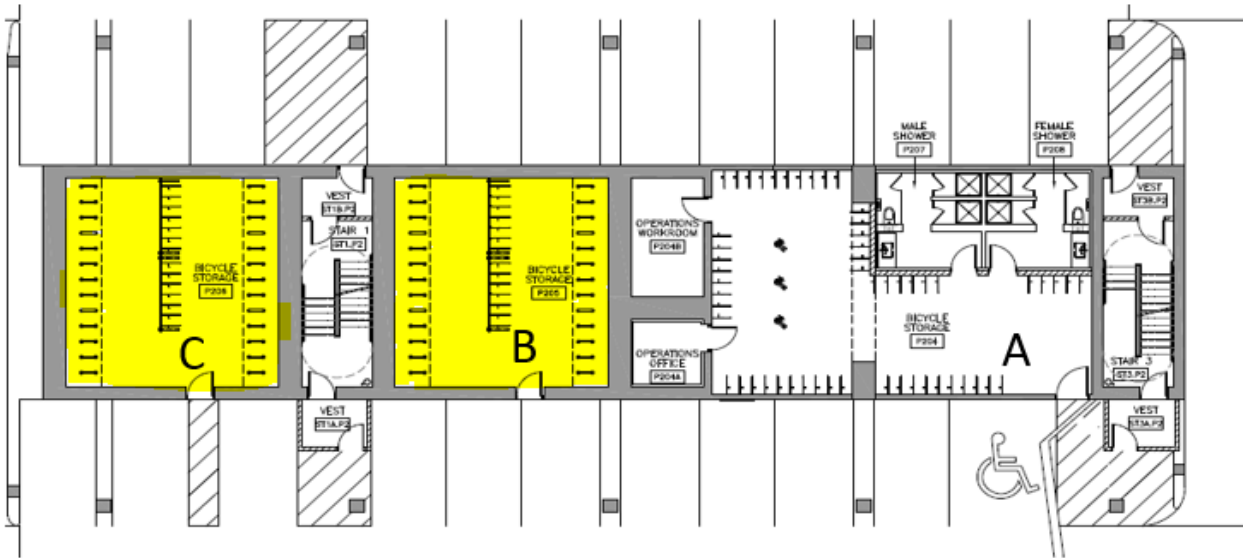


ENBRIDGE
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ENBRIDGE CENTRE

Bicycle Storage Rules and Regulations

Enbridge Employees Only Bike Storage – Room B & C



All Other Tenants Bike Storage – Room A

