

ENBRIDGE FITNESS CENTRE

Locker Membership Waiver (& Pre-Authorized Debit Agreement)

MEMBER INFORMATION (Please print clearly):

Surname: _____ Given name: _____ Employer: _____

Pre-authorized payment amount to be added to current monthly amount:

+5% GST: = I acknowledge this is a 1-year membership. Initial here

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

I am aware that signing up for this additional service will alter my current monthly membership amount. I will not require advance notice at least 10 days before the withdrawal. Initial here

Payment for the current month, 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. Initial here

Clothing labelling and cleaning process:

THE SETUP: bring 2 sets of clothing (top, bottom, underwear, socks, headband - if necessary for running or excessive sweating) in for us to label with your locker number and name.

THE PROCESS: after your workout, place your clothing items in the mesh, zippered bag labelled with your locker number and your name, then drop it into the used towel bin inside the shower/change room. Your clothes will be laundered, folded, and then placed, along with your mesh bag, in your locker.

Locker Number: _____ User Chosen Combination: _____

Terms and Conditions:

Having your clothing ready and waiting for your next workout is our first priority. We will treat your laundry as though it were our own, but there are still issues that may arise over time with wear caused by the normal washing and drying process, as well as the possibility that some of your clothing items could be lost, misplaced, or damaged. By using our service, you acknowledge and accept the following Terms and Conditions.

Suitability for laundering:

By using our service, you agree that your clothes are suitable to be washed in water, on a normal cycle, and dried using heat in a tumble dryer. We cannot be responsible for any damage to clothing that is not suitable for this standard laundering process.

Damaged laundry:

We will do everything we can to avoid damaging your laundry. Unfortunately there are limitations to what we can do. For example, we don't have time to check your pockets to see if you have left anything in them. Therefore, we can't be held responsible if something left in your laundry (like lipstick, chewing gum, or a pen) causes any damage. Similarly, if you call and tell us that you left your favorite bracelet, or anything else, in your pocket, we can't guarantee that we will find or return it.

All laundering processes, regardless of how gentle, cause normal wear and tear on clothing. As a result, we cannot be responsible for any wear and tear of laundry, including loss of buttons, fading, fatiguing, holes, or abrasions.

If you do believe you are missing something, please notify us at the Fitness Centre front desk within 24 hours of receiving your clean clothes — we are much more likely to find misplaced laundry if it is reported early.

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 add payment for this Locker Rental Membership (including Clothes Washing Service, which can be opted out of, or not partaken in, by the Locker Rental member) to the amount to be debited from my personal bank account for the Fitness Centre Membership Fee which is drawn 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 yearly membership pass for the following month if I have notified the Operations Manager before the 15th day of the current month. For yearly 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 12 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 adjacent 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 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 bank account will continue to be debited monthly until I give written notice to cancel 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, 2nd Floor, 10309 Whyte Ave NW, Edmonton, AB, T6E 1Z9, 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: _____

Payee Contact Information: Breathe Fitness, 2nd Floor 10309 Whyte Ave, Edmonton, Alberta T6E 1Z9 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.

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