

# Impact Boxing and Fitness & Team Smandych Muay Thai & Kickboxing Membership

## For Office Use

Tag # \_\_\_\_\_

Start Date \_\_\_\_\_

Paid \_\_\_\_\_

PAP Received \_\_\_\_\_

MB \_\_\_\_\_

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ Prov: \_\_\_\_\_ Postal: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Cell: ( ) \_\_\_\_\_

Male or Female (Circle one)      Age: \_\_\_\_\_      Date of Birth: \_\_\_\_\_

### In Case Of Emergency:

Contact Person: \_\_\_\_\_ Relationship: \_\_\_\_\_  
I.e. Mother/Father

Telephone: ( ) \_\_\_\_\_ 2<sup>nd</sup> # ( ) \_\_\_\_\_

List any medical conditions; \_\_\_\_\_

**Effective July 1, 2014, we require your consent so that we can communicate with you electronically. Email is the best way for us to keep you informed about our schedule changes, latest deals, promotions, exciting news, special events and more! We don't want you to miss out on anything and look forward to keeping you up to date with our happenings! We do not share your email address with any other person or business.**

**Confirm Yes or No to receiving our emails.**  
(Circle one)

**PLEASE READ CAREFULLY - ACKNOWLEDGMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - ATTACHED**

**DON'T FORGET TO COMPLETE YOUR PRE-AUTHORIZED PAYMENT FORM AND RETURN!**

## ACKNOWLEDGMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ THIS CAREFULLY AND SEEK LEGAL ADVICE PRIOR TO SIGNING IF YOU WISH.**

The following acknowledgement, release of liability, waiver of claims and indemnity agreement (the "Agreement") is entered into by me \_\_\_\_\_, [on behalf of myself and my Legal Representatives (as defined below) OR: on behalf of \_\_\_\_\_, my minor child/a minor child for whom I act as legal guardian, and his/her Legal Representatives (as defined below) (Complete and Circle Relevant Portions as Applicable)] (the "**Member**") with and for the benefit of Impact Boxing and Fitness Club Ltd. And Team Smandych Muay Thai & Kickboxing Inc. and their respective predecessors, successors, subsidiaries, affiliates, assigns, agents, directors, officers, associations, instructors, volunteers, coaches, employees, representatives, contractors, subcontractors and site property owners or occupiers (as defined in accordance with the definition of "Occupier" in the *Occupiers' Liability Act* (Alberta) (collectively referred to as the "Releases").

### **Definitions**

In this Agreement, "Activities" shall include all services, programs and events for adults and children offered by the Releasees, including, without limitation, boxing, muay thai, kickboxing, fitness classes, partner drills, sparring, general training, seminars, open gym use, professional or amateur fight events and private or group lessons, at the Releasees' primary location or elsewhere and any aspect of and/or element use of any of the Releasee's equipment and travel to and from the Releasee's facilities or other locations at which the services, programs and events are offered.

### **Acknowledgment**

I am aware that there are inherent and significant risks, dangers and hazards, foreseeable and unforeseeable and , associated with participation in the Activities ("**Risks**") and that the Activities require a minimum level of fitness and physical and mental health ("**Health**"). I confirm that I am not aware of any Health concerns or medical conditions that would affect the Member's ability to participate in the Activities. I acknowledge that a physician should be consulted before participating in new physical activities, including "Activities". I am aware that the Risks include, without limitation, the potential for serious personal injury or death resulting from: (i) participation in or viewing of the Activities, (ii) the condition of the Releasee's facilities and equipment and the facilities and equipment at other locations at which the Activities are offered, including, without limitation, defects in respect thereof, (iii) improper use of any such facilities and equipment, (iv) the negligence of an instructor or other person, including, without limitation, other participants in the Activities, and (v) medical conditions of which the Member may or may not be aware. I acknowledge that the Risks may be relative to the Health of the Member, and to the awareness, care and skill with which the Member conducts himself/herself while participation in the Activities. I freely accept and fully assume all responsibility for all Risks and possibilities of serious personal injury, death, property damage or any other losses, costs and expenses resulting from the participation in the Activities. I acknowledge and agree that it is not possible for the Releasees to make the Activities completely safe. I accept the Risks and agree to the terms of this Agreement regardless of whether the Releasees are determined to be negligent or win breach of any duty of care imposed by law or contract, or any obligation to the Member in relation to the participation in the Activities.

### **Release of Liability, Waiver of Claims and Indemnity**

In addition to consideration given to the Releasees (or any one of them) for the right to participate in the Activities, the Member and Member's heirs, next of kin, relatives, executor, administrators and assigns, an any persons accompanying the Member during any Activities (the "**Legal Representatives**") agree:

1. To waive all actions, proceedings, causes of action, suits, claims, damages, costs, expenses, losses, demands (including court costs and solicitor-client costs) of whatsoever nature or kind ("**Claims**") arising out of or in any way connected with the Member's participation in the Activities (including, without limitation, attendance by any persons accompanying the Member during the Activities) that the Member and/or the Legal Representatives has or may have in the future against the Releasees,
2. To release and forever discharge the Releasees from all liability for all personal injury, death, property damage or loss arising out of or in any way connected with Member's participation in the Activities (including, without limitation, attendance by any persons accompanying the Member during the Activities)

due to any cause whatsoever including, without limitation, negligence, breach of any duty imposed by law or contract, or any obligation to the Member in relation to the participation in the Activities, and

3. To be liable for, and as a separate and independent covenant, to indemnify and hold harmless the Releasees from all Claims and liabilities of whatsoever nature or kind, including, without limitation, any Claims made by a third party (including, without limitation, other participants in the Activities) arising out of or in any way connected with the Member's participation in the Activities (including, without limitation, attendance by any persons accompanying the Member during the Activities).

I acknowledge and agree that the terms of this Agreement shall be subject to, and construed in accordance with, the laws of the Province of Alberta, and the applicable Federal laws of Canada. I agree to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta located in Calgary, Alberta. To the extent that any portion of this Agreement is found to be wholly or partially unenforceable, such portion shall be severed from this Agreement and shall not affect the enforceability of the balance of this Agreement. This Agreement constitutes the entire agreement between the Member, the Legal Representatives and the Releasees with respect to the subject matter of this Agreement, superceding any previous agreements and discussions between the parties, whether written or oral. I confirm that I am not relying on any oral or written representatives or statements made by the Releasees with respect to the subject matter of this Agreement.

I confirm that I have had sufficient time to read and understand each term in this Agreement in its entirety, and have agreed to the terms freely and voluntarily. I confirm that I have had the opportunity, if so desired to seek independent legal advice with respect to the matters addressed in this Agreement. I understand that this Agreement is binding on the Member and the Legal Representatives.

Signed at Calgary, Alberta this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
**READ BEFORE SIGNING**

**(Signature)**

**Name of Member OR**

**Name of Minor Member's Parent or Legal Guardian:** \_\_\_\_\_

**In the Presence of:**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Witness Name

**Impact Boxing and Fitness (IBF) & Team Smandych Muay Thai & Kickboxing (TSMAK)  
Policies and Pre-Authorized Payment**

**For Office Use**

Date Entered \_\_\_\_\_

Staff Initials \_\_\_\_\_

**Sign-up Fee**

A \$50 Registration Fee applies to all New Members and is non-refundable. It is paid at the time of Registration. If a member cancels their membership and returns at a later date the Registration Fee of \$50 will be applied again along with a 1<sup>st</sup> month payment and new Pre-Authorized Payment information will be required for monthly fees.

**Rules & Policies**

Appropriate indoor shoes & a shirt must be worn at all times while in the gym.

No swearing and foul language will be used in the gym.

Memberships are not refundable or transferable.

All weights and equipment must be put back after use.

Each member must respect other gym users and behave in an appropriate manner at all times.

IBF & TSMAK reserve the right to rescind the rights of members not complying with the terms and conditions of the membership.

IBF & TSMAK is not responsible for lost or damaged personal items.

No children unattended will be permitted to be in the gym.

**Insufficient Funds**

A fee of \$15.00 will be charged for all returned payments.

Members agree to remain enrolled for a minimum of two (2) consecutive, recurring payments.

**Cancellation**

This agreement constitutes a continuous payment plan and will remain in effect until terminated by the member. You will automatically remain enrolled at IBF & TSMAK until an official written Cancellation Request letter is submitted in person, by mail or email. It is agreed that in order to terminate this Agreement, a cancellation letter must be received at least thirty (30) days prior to next billing date. Failure to meet that requirement will result in the member being responsible for one final payment. This agreement will then terminate four (4) weeks from that last scheduled payment.

**Pre-Authorized Payment Memberships**

Direct Debit is an automatic monthly deduction from a Debit Billing Service. This is an ongoing membership and deductions will be maintained unless the member provides authorization to cancel the direct debit. The minimum term of a Direct Debit Membership is two (2) months. After the initial two (2) months, the member may cancel the direct debit (See Cancellation Policy). All account information will be kept confidential, secured and only used by Administration staff of Impact Boxing and Fitness.

I, \_\_\_\_\_ (Name on Account), elect to have my recurring monthly fees automatically charged to my Bank Account or Credit Card. I agree to pay the following fees for myself or \_\_\_\_\_ (Student's Name)

Monthly Debit Fee: \$ \_\_\_\_\_ Starting Withdrawal (1<sup>st</sup> or 15<sup>th</sup> of the month): \_\_\_\_\_

Please provide the following from your Bank Account; (can be located on your cheques) or attach a VOID CHEQUE

Transit# (5digits) \_\_\_\_\_ Institution# (3digits) \_\_\_\_\_

Account # (7or more digits) \_\_\_\_\_

Or

Credit Card: Visa, MasterCard or American Express Name on Credit Card \_\_\_\_\_

Number \_\_\_\_\_ Expiry Date \_\_\_\_\_

Billing Address (if different than residence address) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Before signing this document, I have read, understand and hereby agree to the terms and conditions of membership as defined on this membership form and know that it affects my legal rights.